



# ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Philip M. Sacco  
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATION FOR September 8, 2021 MEETING

(Correspondence relating to upcoming legislation, appointments, petitions, etc.)

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
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# ONEIDA COUNTY BOARD OF LEGISLATORS

Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501  
Work Phone: 798-5900 ♦ Home Phone: 337-9045

Aug. 5, 2021

FN 20 21-224

Board of Legislators  
Oneida County  
800 Park Ave.  
Utica, N.Y. 13501

**READ & FILED**

Honorable Members:

Throughout the COVID-19 pandemic, frontline and essential workers of all sorts have played roles in maintaining the health and safety of our community.

These often anonymous people helped get Oneida County through the last 18 months: the nurses, the doctors, the testers and tracers, the teachers, the orderlies, the coffee shop attendants, the bus drivers, the police officers, the firefighters, the jail guards, the restaurant personnel, the food deliverers, the sanitation workers, the grocery store and retail associates, and many other workers.

As urged by the Majority Leader at the July Board of Legislators' meeting, it is time for this board to formally recognize the dedication and service of these people to whom we owe so much.

Accordingly, I am appointing a special committee of legislators to devise a means to acknowledge the hard work and sacrifices of so many county residents throughout the pandemic – they were the boots on the ground of the COVID-19 response. The panel members are Chairperson Mary Austin Pratt, and members George Joseph, Brenda McMonagle, Philip Sacco, and Anthony Leone.

I respectfully request they report back to me by Oct. 15.

Sincerely yours,

Gerald J. Fiorini  
Board Chairman



1600 Genesee Street, Utica, New York 13502  
T 315.733.1224 | F 315.733.2305  
ohswa.org

Preserving the environment through integrated recovery and disposal

**MEMORANDUM**

FN 20 21-226

**TO:** Oneida and Herkimer County Legislators  
Anthony Picente, Oneida County Executive  
James Wallace, Herkimer County Administrator

**FROM:** William A. Rabbia, Executive Director *WR*

**READ & FILED**

**DATE:** August 6, 2021

**RE:** Regional Demolition Program

Attached please find information related to our Regional Demolition Program. This year will be the 15<sup>th</sup> we have offered this assistance to municipalities. Beyond the assistance outlined, we also cover the transportation costs associated with the projects when the site can accommodate transfer trailers.

Please feel free to contact me with any questions.

WAR/jmt

Attachment

O:\DOCUMENTS\MUNI\REGIONAL DEMO PROGRAM\MUNI\_REGIONAL DEMO\_Memo RE 2021 Program-Legislators, Picente, Wallace\_20210802\_war.docx

**BOARD OF DIRECTORS**

Kenneth A. Long  
*Chairman*

Harry A. Hertline  
*Treasurer*

James M. D'Onofrio  
James A. Franco

Nancy A. Novak  
Richard G. Redmond

William A. Rabbia  
*Executive Director*

Vincent J. Bono  
*Vice Chairman*

Neil C. Angeli


Barbara Freeman

James M. Williams

Jodi M. Tuttle  
*Authority Board Secretary*

Find us on

## MEMORANDUM

**TO:** City, Village and Town Mayors and Supervisors  
**FROM:** William A. Rabbia, Executive Director   
**DATE:** August 6, 2021  
**RE:** Regional Demolition Program

As we have worked with local governments for over 30 years, we recognize the significant cost of demolishing abandoned, dilapidated structures. In 2007 the Authority started a program to help local governments with their efforts to clean up these deteriorating structures. We are again offering this program to make available a demolition crew (including equipment) to demolish abandoned structures owned by a municipality. The crew will come from the Authority landfill facility. The program is limited to the four winter months (December through March) when waste volumes are the lowest. The Authority will not charge for the demolition crew and equipment. Costs to the municipality will be for the transportation and disposal of the demolition debris which must be landfilled. We would also ask municipalities to assist with dust suppression as needed, securing and fencing site, disconnecting and capping utilities, and completing backfill. In deciding which structures to demolish, we will consider the condition, location, and coordination of the required equipment.

The following guidelines have been established for the program:

1. Demolitions must be done in the December to March timeframe.
2. Only structures owned by the county, town, village, or city are eligible.
3. The program is intended primarily for wood framed residential structures. Other structures may be considered by the Authority. If a demolition requires additional equipment, other arrangements may have to be made by the municipality.
4. Prior compliance with asbestos survey and abatement per NYS Department of Labor Industrial Code Rule 56 will be required. Structures that have been condemned due to being structurally unsound that would require the demolition of the structure with asbestos in place will not be eligible for this program.
5. Applications must be submitted no later than October 31<sup>st</sup>. The application form is enclosed.

If you have any questions, please feel free to call Josh Olbrys at the Regional Landfill at (315)733-1224 Ext. 4301.

WAR/jmt

Enclosure

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*Authority Board Secretary*

**ONEIDA-HERKIMER SOLID WASTE AUTHORITY  
REGIONAL DEMOLITION PROGRAM**

1600 Genesee Street, Utica, NY 13502 (315) 733-1224

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MUNICIPALITY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

---

MUNICIPALITY MAILING ADDRESS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

---

MUNICIPAL CONTACT PERSON OR SITE REPRESENTATIVE: \_\_\_\_\_ TITLE: \_\_\_\_\_

---

PREFERRED DATE OF DEMOLITION: \_\_\_\_\_ STRUCTURE PHOTOGRAPHS YES NO  
(DECEMBER 1<sup>ST</sup> - APRIL 1<sup>ST</sup>) ATTACHED

---

ADDRESS OF STRUCTURE TO BE DEMOLISHED \_\_\_\_\_ TAX PARCEL NUMBER: \_\_\_\_\_

---

CURRENT PROPERTY OWNER: \_\_\_\_\_

---

CERTIFICATION OF INSURANCE ATTACHED: \_\_\_\_\_ YES NO

---

UTILITIES TERMINATION CERTIFICATION

---

CERTIFICATION OF TERMINATION OF WATER SERVICE: \_\_\_\_\_ YES NO

---

CERTIFICATION OF TERMINATION OF ELECTRIC SERVICE: \_\_\_\_\_ YES NO

---

CERTIFICATION OF TERMINATION OF NATURAL GAS SERVICE: \_\_\_\_\_ YES NO

---

CERTIFICATION OF TERMIMNATIOM OF SEWER SERVICE: \_\_\_\_\_ YES NO

---

ALL UTILITY LINES DISCONNECTED AND CAPPED: \_\_\_\_\_ YES NO

---

UNDERGROUND UTILITIES MARKED: \_\_\_\_\_ YES NO

---

STATUS OF ASBESTOS SURVEY AND ABATEMENT:  
ATTACH COPIES OF CERTIFICATION OF ASBESTOS SURVEY, ABATEMENT AND DISPOSAL OR ANTICIPATED SCHEDULE FOR COMPLETION OF ASBESTOS REMOVAL.

---

Certification - I hereby declare that the contents of this structure is classified as non-hazardous and in fact non-friable asbestos construction and demolition debris as defined in NYCRR Part 364. The disposal of material shall be at an Oneida-Herkimer Solid Waste Authority facility. I certify that the above information is true and correct.

---

Municipal Representative \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

---

MAYOR/TOWN SUPERVISOR NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

---

CERTIFICATION BY MUNICIPAL CLERK (NAME): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



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Chairman  
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Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Philip M. Sacco  
Minority Leader

August 12, 2021

FN 20 21-229

Mikale Billard, Clerk  
Oneida County  
Board of Legislators  
800 Park Avenue  
Utica, New York 13501

**READ & FILED**

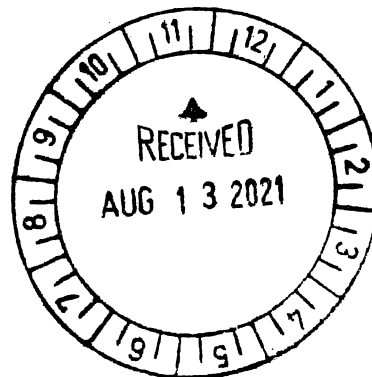
Mr. Billard:

The New York State Department of Agriculture & Markets has certified the parcels submitted during the district review of Oneida County Agricultural District No. 4, Augusta, Vernon, Verona and the City of Sherrill.

Please file the attached as a "Read & File" docket to read "RE: NYS certification of properties added to Oneida County District No. 4 during eight-year review."

Respectfully,

Gerald J. Fiorini  
Chairman of the Board





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Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Philip M. Sacco  
Minority Leader

FN 20 21-230

August 12, 2021

Mikale Billard  
Oneida County Board of Legislators  
800 Park Avenue  
Utica, NY 13501

**READ & FILED**

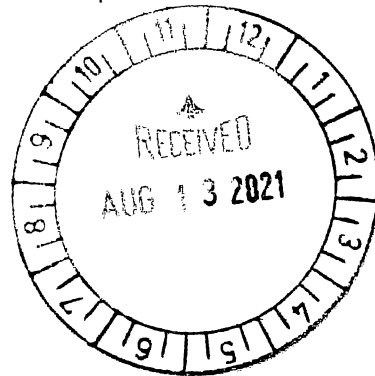
Mr. Billard:

The New York State Department of Agriculture & Markets has certified the parcels submitted during the 2020 Open Enrollment Period in Oneida County that the Board of Legislators recommended for inclusion into agricultural districts by way of Resolution No. 174, dated July 14, 2021.

Please file the attached as a "Read and File" docket to read "RE: NYS certification of properties added to agricultural districts during Oneida County's designated Open Enrollment Period, January 2021.

Respectfully,

Gerald J. Fiorini  
Chairman of the Board





ONEIDA COUNTY  
DEPARTMENT OF EMERGENCY SERVICES  
FIRE COORDINATOR  
911 CENTER  
STOP DWI PROGRAM

ANTHONY J. PICENTE, JR.  
County Executive

EDWARD STEVENS  
Director

120 Base Road • Oriskany, New York 13424

Phone: 315-765-2526 • Fax: 315-765-2529

June 30, 2021

FN 20 21-231

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**PUBLIC SAFETY**

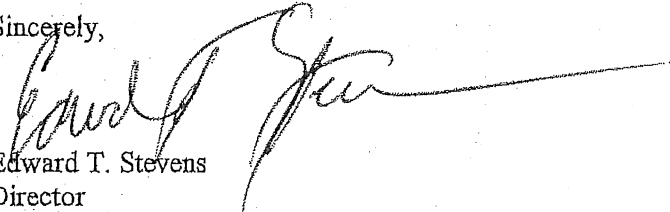
**WAYS & MEANS**

Dear County Executive Picente,

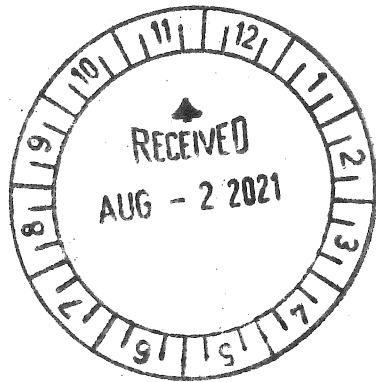
We have been informed by the NYS Division of Homeland Security & Emergency Services that Oneida County has been awarded \$168,751.00 as our share of the Homeland Security Public Safety Answering Points Operations Grant (PSAP grant) program. This will assist in funding four (4) dispatcher positions. A copy of the grant contract is attached.

If this contract meets your approval, I kindly ask that you forward this grant to the Board of Legislators for approval at their next meeting. If you have any questions, please let me know.

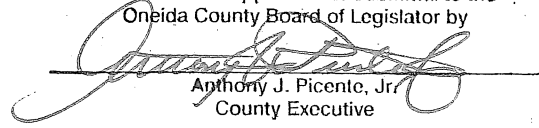
Sincerely,

  
Edward T. Stevens  
Director

CC: Comptroller  
Budget  
Personnel



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

  
Anthony J. Picente, Jr.  
County Executive

Date 8-2-21

Oneida Co. Department: Emergency Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** New York State Division of Homeland Security  
and Emergency Services  
1220 Washington Avenue  
Building 7A, Suite 710  
Albany, NY 12242

**Title of Activity or Service:** Homeland Security PSAP Grant FY2020-2021

**Proposed Dates of Operation:** 1/1/2021-12/31/2021

**Client Population/Number to be Served:** Oneida County

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** This grant will provide funding for four (4) Public Safety Telecommunicators. This will aid the County in improving public safety and enhancing emergency preparedness across the state.
- 2) **Program/Service Objectives and Outcomes:** To enhance public safety by conducting PSAP operations activities and supporting statewide interoperable communications for first responders.
- 3) **Program Design and Staffing:** State funding for four public safety answering staff members.

**Total Funding Requested:** \$168,751.00

**Account #** A3308

**Oneida County Dept. Funding Recommendation:** \$168,751.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State Grant Funds

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

**Mandated:**   X   **Not Mandated:** \_\_\_\_\_



<p><b>STATE AGENCY</b>                  New York State Division of Homeland Security and Emergency Services                  1220 Washington Avenue                  Building 7A Suite 710                  Albany, NY 12242</p>	<p><b>NYS COMPTROLLER'S NUMBER:</b> C197991                  (Contract Number)   <b>ORIGINATING AGENCY CODE:</b> 01077</p>
<p><b>GRANTEE/CONTRACTOR:</b> (Name &amp; Address)                  Oneida County                  800 Park Avenue                  Utica, NY 13501</p>	<p><b>TYPE OF PROGRAMS:</b>  <b>CFDA NUMBER:</b>  <b>DHSES NUMBERS:</b></p>
<p><b>FEDERAL TAX IDENTIFICATION NO:</b> 15-6000460  <b>MUNICIPALITY NO:</b> (if applicable) 300100000 000  <b>SFS VENDER NO:</b> 1000002595  <b>DUN &amp; BRADSTREET NO:</b> 075814186</p>	<p><b>INITIAL CONTRACT PERIOD:</b>                  FROM 01/01/2021 TO 12/31/2021  <b>FUNDING AMOUNT FOR INITIAL PERIOD:</b> \$168,751.00</p>
<p><b>STATUS:</b>                  Contractor is not a sectarian entry.                  Contractor is not a not-for-profit organization.</p>	<p><b>MULTI-YEAR TERM:</b> (if applicable)</p>
<p><b>CHARITIES REGISTRATION NUMBER:</b>                   n/a                  (Enter number of Exempt)                  If "Exempt" is entered above, reason for exemption.                  n/a   <div style="border: 1px solid black; padding: 5px; width: fit-content;">                     Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.                 </div></p>	<p><b>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</b>                  ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts  <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses  <input checked="" type="checkbox"/> APPENDIX B Budget  <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule  <input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions                  ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)                  ___ DHSES-55 Budget Amendment/Grant Extension Request                  ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services                  BY: _____ Date: _____  <b>State Agency Certification:</b> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".                  GRANTEE:                  BY: Hon. Anthony J. Picente Jr., County Executive Date: _____</p>	
<p><b>ATTORNEY GENERAL'S SIGNATURE</b>                   Title: _____                  Date: _____</p>	<p><b>COMPTROLLER'S SIGNATURE</b>                   Title: _____                  Date: _____</p>

6/26/2021

Award Contract

**Award Contract**

**Project No.**  
PS20-1049-E00

**Grantee Name**  
Onelda County

06/25/2021

**Award Contract****Project No.**

PS20-1049-E00

**Grantee Name**

Onelda County

06/25/2021

## APPENDIX A

## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of

the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a

total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrades, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: mwb certification@esd.ny.gov  
<http://esd.ny.gov/MWB&E/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

December, 2012

Certified by - on

Award Contract

## Project No.

PS20-1049-E00

## Grantee Name

Oneida County

06/25/2021

NEW YORK STATE  
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES  
GRANT CONTRACT

## APPENDIX A-1

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ('Contractor' or 'Subrecipient') identified on the face page hereof (Face Page).

## WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

## STANDARD TERMS AND CONDITIONS

## I. GENERAL TERMS AND CONDITIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

D. Order of Precedence: In the event of a conflict among (I) the terms of the Contract (including any and all Appendices and amendments) or (II) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1<sup>1</sup>

2. Modifications to the Face Page



3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

6. Other attachments, including, but not limited to, the request for proposal or program application

E. **Governing Law:** This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

F. **Funding:** Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. **Contract Period:** The period of this Contract shall be as specified on the face page hereof.

H. **Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posed by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. **Modifications:** To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. **Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

K. **Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

L. **Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a. by certified or registered United States mail, return receipt requested;
- b. by facsimile transmission;
- c. by personal delivery;
- d. by expedited delivery service; or
- e. by e-mail.

2. Notices to the State shall be addressed to the Program Office.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in

the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

M. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

N. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

O. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

P. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of DHSES and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Q. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

R. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

S. Secular Purpose: Services performed pursuant to the Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

T. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>2</sup>

V. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections.

W. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

## II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

### B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

### 2. Renewal Notice to Not-for-Profit Contractors:

a. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b. Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

### C. Termination:

#### 1. Grounds:

a. Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the

Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c. **Non-Responsibility:** In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d. **Convenience:** The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e. **Lack of Funds:** If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f. **Force Majeure:** The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

## 2. Notice of Termination:

a. **Service of notice:** Written notice of termination shall be sent by:

i. personal messenger service; or

ii. certified mail, return receipt requested and first class mail.

b. **Effective date of termination:** The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

i. If the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

ii. If the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

## 3. Effect of Notice and Termination on State's Payment Obligations:

a. Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

## 4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

a. the repayment to the State of any monies previously paid to the Contractor; or

b. the return of any real property or equipment purchased under the terms of the Contract; or

c. an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: <https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login>. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email [HelpDesk@sfs.ny.gov](mailto:HelpDesk@sfs.ny.gov). Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

#### B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in

Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

### C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a. Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b. Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c. Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:<sup>3</sup> Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:<sup>4</sup> Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:<sup>5</sup> Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:<sup>6</sup> DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C (Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:<sup>7</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part

from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to thirty (30) calendar days after the contract end date to make expenditures.

#### D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of DHSES contracting to purchase the goods or services or lease the real or personal property covered by the Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

#### E. Refunds:

1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

#### G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall



comply with the following applicable provisions:

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

#### H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.



#### IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

##### A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.
2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

##### B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, when a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

##### C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

##### D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b. If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e. A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a. For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

#### E. Records and Audits:

##### 1. General:

a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

l. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales

records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## 2. Cost Allocation:

a. For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b. For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

## G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b. State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) If the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) If the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G) (2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based Intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based Intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

6. The Contractor shall have institutional policies or practices that address harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

The Contractor shall include the provisions of subclauses 1 – 6 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

a. The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b. The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c. The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d. The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

- a. to require updates or clarifications to the Questionnaire upon written request;
- b. to inquire about information included in or required information omitted from the Questionnaire;
- c. to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e. to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

- a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b. the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal Identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the



term of the Contract.

P. Consultant Disclosure Law:<sup>8</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

### 1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the 'Contractor' and the 'Contract', respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

### 2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

### 3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these

terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan



- a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.
- b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.
- c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### 5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is falling or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### 6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### 7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

- 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

#### 8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

##### M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will

also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

#### EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

#### S. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a. The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from

any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed Itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/state-agencies/travel>.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. For Federally-funded awards, contractor must comply with 2 CFR §200.320(f). A copy of DHSES' approval must also be submitted with the voucher for payment.

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable

deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

l. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

i. By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law §165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

ii. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

iii. During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

iv. DHSES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

## V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier

subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a DUNS number, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and  
f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgl-bin/text-idx?SID=83811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6>.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program Income earned by the Contractor during the grant funding period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program Income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program Income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program Income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the



Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

P. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding

agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

#### ENDNOTES:

<sup>1</sup> To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

<sup>2</sup> As of 2019, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Indiana, Louisiana, Mississippi, North Carolina, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

<sup>3</sup> A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

<sup>4</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>5</sup> Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

<sup>6</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

<sup>7</sup> Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

<sup>8</sup> Not applicable to not-for-profit entities

VER 07/2020

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**Award Contract**

**Project No.**  
PS20-1049-E00

**Grantee Name**  
Onelida County

06/25/2021

**Budget Summary by Participant**

Onelida County  
Onelida County Emergency Services - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Public Safety Telecommunicator (4 dispatchers @ \$42,188 each)	1	\$168,751.00	\$168,751.00	\$168,751.00	\$0.00
<b>Total</b>				<b>\$168,751.00</b>	<b>\$168,751.00</b>	<b>\$0.00</b>

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$168,751.00	\$168,751.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$168,751.00	\$168,751.00	\$0.00

**Award Contract****Project No.**

PS20-1049-E00

**Grantee Name**

Onelida County

06/25/2021

## APPENDIX C

## PAYMENT AND REPORTING SCHEDULE

For All Contractors:

## I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

## A. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: <https://esupplier.sfs.ny.gov/pap/fscm/SUPPLIER/?cmd=login>. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email [HelpDesk@sfs.ny.gov](mailto:HelpDesk@sfs.ny.gov). Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

## B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to submit a voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over \$500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over \$500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services  
Federal Fiscal Unit  
State Campus - Building 7A  
1220 Washington Avenue

Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services  
 Attention: Contracts Unit  
 State Office Building Campus – Bldg. 7A  
 1220 Washington Avenue, Suite 610  
 Albany, NY 12242

## II. REPORTING PROVISIONS

### A. Required Reports:

#### Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

#### Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

#### Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30  
 Calendar Quarter: April 1 - June 30 -- Report Due: July 30  
 Calendar Quarter: July 1 - September 30 -- Report Due: October 30  
 Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

8/25/2021

Award Contract

Rev. 07/2020

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**Award Contract**

**Project No.**  
PS20-1049-E00

**Grantee Name**  
Onelda County

06/25/2021

**Work Plan**

**Goal**

To facilitate PSAP consolidation, regional initiatives related to 911 operations, implementation of NG-911, improvements in operations of public safety communications; develop multi-jurisdictional PSAP compatibility throughout the state and support statewide interoperable communications for first responders, thus improving safety of the public.

**Objective #1**

**G & T Workplan Code** - 14. Develop/enhance interoperable communications system.

**Investment Justification** - Not Applicable

**NYS Critical Capability**

Primary - Not Applicable

To facilitate PSAP consolidation, regional initiatives related to 911 operations, implementation of NG-911, improvements in operations of public safety communications; develop multi-jurisdictional PSAP compatibility throughout the state and support statewide interoperable communications for first responders, thus improving safety of the public.

**Task #1 for Objective #1**

Conduct allowable PSAP operations activities.

**# Performance Measure**

- 1 PSAP operations activities conducted. Provide brief narrative reporting activities completed and describe how the project enhanced interoperable capabilities in the jurisdiction.

**Objective #2**

**G & T Workplan Code** - Not Applicable

**Investment Justification** - Not Applicable

**NYS Critical Capability**

Primary - Not Applicable

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

**Task #1 for Objective #2**

Provide equal employment opportunities for minority group members and women (EEO).

**# Performance Measure**

- 1 DHSES Local Assistance MWBE Equal Employment Opportunity Staffing Plan form submitted.

**Task #2 for Objective #2**

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs). Submit Local Assistance MWBE Subcontractor/Supplier Utilization Form to DHSES.

**# Performance Measure**

- 1 Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified MBEs, as subcontractors/suppliers.

- 2 Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified WBEs, as subcontractors/suppliers.

**Task #3 for Objective #2**

6/26/2021

Award Contract

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

**# Performance Measure**

- 1 Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.
- 2 Provide the percentage of the established Minority and Women Business Enterprise goal that has been met to date.

6/25/2021

Award Contract

**Award Contract**

**Project No.**  
PS20-1049-E00

**Grantee Name**  
Oneida County

06/25/2021

---

**Special Conditions**

**Additional County Costs Include:**

**Vicki Owen – Base \$75,951.00**

Retirement	17.47%	\$	13,268.64
Social Security	7.65%	\$	5,810.25
Workers' Comp	2.80%	\$	2,126.63
Unemp. Insurance	0.25%	\$	189.88
Health Insurance	actual	\$	10,919.16
Total Fringe		\$	32,314.56

**Amy Wheeler – Base \$52,395.00**

Retirement	17.47%	\$	9,153.41
Social Security	7.65%	\$	4,008.22
Workers' Comp	2.80%	\$	1,467.06
Unemp. Insurance	0.25%	\$	130.99
Health Insurance	actual	\$	22,011.84
Total Fringe		\$	36,771.51

**Tim Wrobel – Base \$52,092**

Retirement	17.47%	\$	9,100.47
Social Security	7.65%	\$	3,985.04
Workers' Comp	2.80%	\$	1,458.58
Unemp. Insurance	0.25%	\$	130.23
Health Insurance	actual	\$	10,919.16
Total Fringe		\$	25,593.48

**Gail Haynes – Base \$52,092**

Retirement	17.47%	\$	9,100.47
Social Security	7.65%	\$	3,985.04
Workers' Comp	2.80%	\$	1,458.58
Unemp. Insurance	0.25%	\$	130.23
Health Insurance	actual	None	
Total Fringe		\$	14,674.32

**Total salaries plus fringe = \$341,883.76**  
**Minus grant funding of \$168,751.00**

---

**= Additional County Cost of \$173,132.76**





Homeland Security  
and Emergency Services

ANDREW M. CUOMO  
Governor

PATRICK A. MURPHY  
Commissioner

June 16, 2021

The Honorable Anthony J. Picante, Jr.,  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue, #10  
Utica, NY 13501

Dear Mr. Picante:

I am pleased to announce that Oneida County has been awarded \$168,751 under the New York State 2020-21 Public Safety Answering Points Operations Grant Program (2020-21 PSAP Grant). This program, administered by my agency, allows for State support to counties for eligible public safety call-taking and dispatching expenses. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the state.

The performance period for the 2020-21 PSAP grant will be 12 months, beginning calendar year 2021 (January 1, 2021 – December 31, 2021). Expenses that you wish to claim must occur within that period. In order to provide these funds to you as quickly as possible, we will need to gather budget information within 30 calendar days of the date of this letter that reflects the award amount. Our Grants Program Administration staff will work with your designated PSAP point of contact, to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Andrew Cuomo, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of "your public safety first" responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Director, Michael A. Sprague, at 518-322-4911.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

Patrick A. Murphy  
Commissioner

cc: Mr. Daniel Appler, Deputy Director, Oneida County Emergency Services

Anthony J. Picente Jr.  
Oneida County Executive



Joseph M. Johnson  
Commissioner of Personnel

**ONEIDA COUNTY  
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986  
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490  
E-mail: labor@ocgov.net

FN 20 21-232

July 20, 2021

Anthony J Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**GOVERNMENT OPERATIONS  
WAYS & MEANS**

Re: Oneida County Deferred Compensation Plan

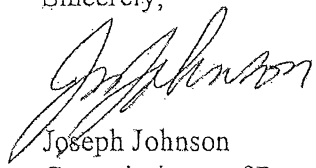
Dear County Executive Picente:

Nationwide Retirement Solutions, Inc. has been providing administrative services to Oneida County employees for our Deferred Compensation 457 plan. An extension to the original agreement with Nationwide Retirement solutions recently expired on July 13, 2021. A new agreement covering the period from July 14, 2021 to July 13, 2026 is now proposed pursuant to a request for proposals. There is no cost to the County for this agreement. The fees are paid by the individual employees who use the service.

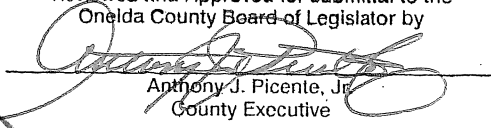
I am respectfully requesting that you forward this extension agreement to the Board of Legislators for review and approval.

Thank you for your consideration.

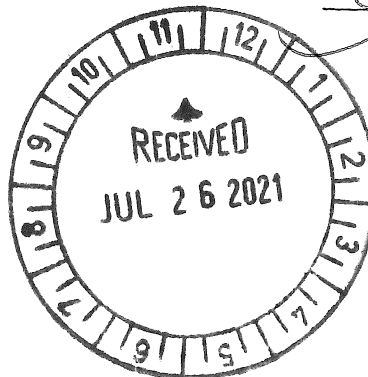
Sincerely,

  
Joseph Johnson  
Commissioner of Personnel

Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

  
Anthony J. Picente, Jr.  
County Executive

Date 7-26-21



Oneida Co. Department: Personnel

Competing Proposal   X    
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Nationwide Retirement Solutions, Inc.  
10 W. Nationwide Boulevard  
Columbus, Ohio 43215

**Title of Activity or Service:** Deferred Compensation Plan (Extension)

**Proposed Dates of Operation:** July 14, 2021 to July 13, 2026

**Client Population/Number to be Served:** County Employees

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Nationwide Retirement Solutions will continue to provide professional services pertaining to the administration of Oneida County's deferred compensation plan in accordance with Section 457 of the IRS and NYS Deferred Compensation Board Rules and Regulations.
- 2) **Program/Service Objectives and Outcomes:** Nationwide Retirement Solutions shall continue to administer the deferred compensation plan in compliance with the IRS, state and federal statutes and the regulations.
- 3) **Program Design and Staffing:** Nationwide Retirement Solutions will continue to administer the deferred compensation plan.

**Total Funding Requested:** No cost to County; **Account #** A1480.195  
fee paid by participants

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Sources (Federal \$/ State \$/County \$):** N/A

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:**

## **DEFERRED COMPENSATION PLAN ADMINISTRATIVE AGREEMENT**

This Agreement, made this 14th day of July, 2021 (the "Effective Date") between the Oneida County Deferred Compensation Committee ("Committee"), Oneida County ("Employer") having an address at 800 Park Avenue, Utica, New York 13501 and Nationwide Retirement Solutions, Inc. ("NRS") having an address at 10 W. Nationwide Blvd. Columbus, OH 43215.

**WHEREAS**, the Employer adopted a resolution authorizing the Committee to enter into this Agreement with NRS for professional services pertaining to the administration of the Employer's deferred compensation plan in accordance with Section 457 of the Internal Revenue Code ("Code") and the New York State Deferred Compensation Board Rules and Regulations ("Regulations"); and

**WHEREAS**, the Employer has adopted the Model Plan, promulgated by the New York State Deferred Compensation Board ("Board"), in its original or thereafter amended form, for the benefit of its employees ("Participants"), their Beneficiaries and Alternate Payees. **The Model Plan, previously submitted as a required document for *acknowledgement* to the President of the Civil Service Commission, is hereby incorporated by reference.**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, the Employer, the Committee, and NRS do hereby agree as follows:

### **I. RESPONSIBILITIES**

#### **A. GENERAL**

NRS shall implement and administer the Model Plan in compliance with the Code, state and federal statutes and the Regulations. NRS shall establish such internal administrative systems and procedures as are necessary to administer the Model Plan.

#### **B. SOLICITATION AND EDUCATION**

NRS shall develop and implement a procedure, approved by the Committee, to make all eligible employees aware of the Model Plan in a manner that will not disrupt the work of the Employer, but will allow each employee to receive information and assistance required to properly determine their optimum degree of participation, if any, in the Model Plan. Employees will be provided with explanatory charts and be provided with general data concerning the advantages and restrictions of the Model Plan. At all times, the Model Plan will be explained as a voluntary fringe benefit made available by the Employer to its employees.

All information obtained from the employee shall be confidential and used exclusively for purposes relating to the Model Plan. Neither NRS nor its agents or employees shall contact an employee with respect to any products made available by NRS or Nationwide other than in connection with the Model Plan, nor use information obtained by reason of its appointment as an Administrative Service Agency to solicit employees with respect to such other products.

**C. EMPLOYEE ENROLLMENT**

NRS will make available dedicated resources for enrollment of employees into the Model Plan. NRS shall notify all eligible employees of the opportunities available under the Model Plan within a mutually agreed upon period of time from the initial implementation of the Model Plan, or for subsequently hired employees, within a mutually agreed upon period of time from their hire date.

**D. STATEMENTS**

NRS shall provide calendar year quarterly individual account reports to each Participant reflecting their account balances as of each March 31, June 30, September 30, and December 31 (“Statement”). Each Statement shall indicate the deferred amounts received and processed by NRS for that Participant, the account value of each investment for that Participant, and the total account value (including earnings or losses with respect thereto) of that Participant’s account at the end of the period. An individual Statement shall be distributed to each Participant as promptly as possible but no later than thirty (30) days following the end of each calendar year quarterly period. Each Participant shall be furnished annually with a written disclosure of (i) all fees and expenses paid out of or charged against any assets of the Model Plan, including all fees and expenses netted against any investment return on amounts held under the Model Plan and (ii) the allocation of all such fees and expenses to and among Participants’ accounts under the Model Plan.

**E. TOLL-FREE CUSTOMER SERVICE NUMBER**

NRS will provide a toll-free number at no cost to the Employer, the Committee, the Participants, their Beneficiaries and Alternative Payees. Participants will be able to request telephone exchanges and allocation changes, along with account balance information and other services as may be provided by NRS.

**F. ELECTION OF AMOUNTS DEFERRED**

At the time of enrollment, Participants shall be required to elect the amount of compensation to be deferred. Thereafter, subject to the provisions of the Model Plan, Participants may change their elections regarding the amount of compensation deferred, discontinue or temporarily suspend future deferrals, or select a “catch up” option by giving written notice to NRS or Employer as may be appropriate. NRS shall supply the forms and software to be used by the Participant for these purposes. NRS will make said forms and software available to employees and shall collect completed forms from employees. Participants having questions with regard to the completion of the forms will be directed to contact NRS. NRS shall provide assistance to Participants for completion of the forms.

**G. MAXIMUM LIMITATION OF DEFERRALS**

NRS will provide deferral limit testing services to Employer subject to the following conditions: (1) NRS shall accept or reject Participant election forms, (2) NRS shall not be responsible for monitoring the reductions in the limitations of Sections 3.2 (a) and 3.2 (b)(1) of the Model Plan caused by any amount excluded from the Participant’s gross income for the applicable plan year under Sections 402(a)(8), 402 (h)(1)(B), 403(b), 457(a), and 501 (c)(18) of the Code under any plan maintained by the Employer or any other and as provided by any other applicable provision of law, and (3) NRS shall not be responsible for monitoring for purposes of these limitations, deferrals to any other Code Section 457 plan sponsored by the Employer. NRS shall return to the Employer, for refund to the Participant, any deferrals found to be in violation of the Model Plan.

**H. ELECTION OF FUNDS**

At the time of enrollment, Participants shall be required to specify the dollar amount or percentage of their compensation that shall be deferred to each available investment option. Thereafter, subject to the provisions of the Model Plan, Participants may direct their future deferrals to other investment options or may transfer all or part of their interests in investments to other investments by meeting with a NRS representative, giving written notice to NRS, by initiating the transaction over the website or by calling the NRS toll-free customer service number. NRS shall supply the forms to be used by the Participants for the foregoing purposes if appropriate. NRS will make said forms available to Participants and shall collect completed forms from Participants. Participants having questions with regard to the completion of the forms will be

directed to contact NRS. NRS shall provide assistance to the Participants for completion of the forms.

NRS shall not advise any Participant in such a way as to recommend the direction of funds into or out of any particular option. Each Participant is solely responsible for the investment and allocation of his or her deferrals in and among the investments and shall assume all risk in connection with any decrease in the value of any or all of the investments.

**I. APPLICATION OF NEW MONIES RECEIVED**

Deposits of Participant contributions shall be made in accordance with terms and conditions no less favorable than required by the Regulations provided deposits are received in "Good Order." "Good Order" is defined as the reconciliation of deferral data and funds remitted by the Employer.

Unless the parties agree otherwise, all monies shall be payable to NRS, acting on behalf of the Employer under the Model Plan, with the consent and acknowledgment of the Committee. NRS shall immediately put the monies in "Good Order" and remit or transfer such monies to the Financial Organization(s) on behalf of the Employer.

**J. DISTRIBUTION OF BENEFITS**

Unless the parties agree otherwise, all benefits shall be payable by NRS in accordance with the Trust Agreement and Section 7 of the Model Plan, subject to the consent and acknowledgment of the Committee.

NRS shall in accordance with the Model Plan, Trust Agreements and this Agreement cause checks to be issued to Participants, their Beneficiaries or Alternate Payees. NRS shall cause the withholding of appropriate federal taxes and state taxes from all disbursements to Participants under the Model Plan and is responsible for the timely submission and reporting of such withheld amounts to the appropriate state and federal taxing authorities, and the preparation and mailing of appropriate tax withholding forms to Participants, their Beneficiaries or Alternate Payees.

**K. REFUNDS**

NRS shall refund to Employer any contribution made as the result of error or misunderstanding prior to investment. Said refund shall be made only with the written consent of the Employer in amounts

authorized by the Employer. Additionally, if an amount is set-aside to be held in the Trust Fund by an Employer under mistake of fact, such amount shall be returned to such Employer, as soon as practical but no later than one year after its payment. Any amounts so returned to the Employer, and the earnings thereon, shall be returned by the Employer to the Participants on whose behalf such amounts were set aside.

**L. CONFIDENTIALITY**

All information obtained by NRS in connection with any services performed by NRS with respect to the Model Plan shall be considered confidential and may be disclosed to third parties only to the extent necessary to operate the Model Plan for the exclusive benefit of Participants and Beneficiaries.

**M. RECORDS**

NRS shall maintain books, records, documents, and other evidence pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices consistently applied and in effect at the Effective Date of this Agreement. NRS shall maintain a computer facility capable of on-line entry and retrieval of information regarding basic Participant records. Each Participant record shall be maintained with a description of each investment option elected under the Model Plan. Upon termination of this Agreement, microfiche copies (or its replacement) of Model Plan records will be transferred at the direction of the Committee to the successor Administrative Service Agency or returned to the Employer.

**N. REPORTS**

NRS agrees to provide the following reports, within thirty (30) days following the end of each calendar year quarterly period to the Committee, or at the direction of the Committee, to the Employer:

1. A calendar year quarterly Model Plan statement, produced as a by-product of the participant's Statement ("Entity Statement"), summarizing all Participant activity that transpired during the reporting period; and
2. Quarterly summaries indicating the total deferred amounts invested, total values (including earnings or losses with respect thereto), and total amount of deferred funds allocated to each investment under



- the Model Plan (“Financial Activity Confirmation Statement”); and
3. Surrender Audit Reports showing, by Participant and Social Security number, the total amount surrendered by fund and the date of such surrenders. The type of withdrawal (for example, annuity purchase, payments due to termination of employment, and unforeseeable emergency withdrawal), will be indicated by a two-digit reason code.

**O. COMMITTEE MEETING**

NRS shall coordinate and assist the Committee in arranging meetings to address matters pertinent to NRS administration of the Model Plan as needed. NRS shall maintain a duplicate set of minutes from such meetings. At the meeting prior to the termination of this Agreement, NRS shall prepare the Committee to initiate its renewal bid process with respect to the Model Plan.

**P. NATURAL DISASTER**

To the extent that NRS is prevented in the normal course of business from performing the services described in this Agreement; in whole or in part, due to Acts of God, fire, flood, sabotage, accidents involving aircraft, trains, or other vehicles or other accidents beyond the reasonable control of NRS, NRS shall not be liable for lost profits, losses, damage or injury, including without limitation, special or consequential damages, resulting in whole or part from such events. In such event, NRS will use its best efforts to comply with the applicable time standards as set forth in the Model Plan, Regulations, and this Agreement.

For purposes of this Agreement “Acts of God” are defined as acts, events, happenings, or occurrences due exclusively to natural causes and inevitable accident or disaster, exclusive from all human intervention.

**II. RESPONSIBILITIES OF THE EMPLOYER AND/OR THE COMMITTEE:**

NRS shall receive assistance in the administration of the Model Plan from the Employer or Committee as the case may be as follows:

1. Determination that the Employer is an “eligible employer” as that term is defined in Code Section 457(e)(1)(A). This status determination shall be the sole responsibility of the Employer;
2. Provide NRS its full cooperation and support in administering the

- necessary salary deferral system for contributions to the Model Plan; including notification by the Employer to NRS in writing, within fourteen (14) business days, of Participants who have separated service, including retirement, from the Employer;
3. Dissemination by the Employer from time to time such promotional materials as provided to it NRS for employee distribution
  4. Cooperation with NRS in arranging for representatives of NRS to conduct enrollment meetings with the Employer's Employees;
  5. Coordination by the Committee on behalf of the Employer of all material matters relating to activities of the Model Plan;
  6. Acceptance by the Committee and Employer of the terms and conditions of the investment media;
  7. Immediate notification to NRS of any decrease in a Participant's includible compensation or any increase in any pre-tax salary reduction;
  8. Direction by Employer or Committee to NRS of Participants desiring to increase contributions to the Model Plan to NRS for disclosure of includible compensation and completion of appropriate forms; and
  9. Employment, at its own cost, of an independent certified public accountant to perform the annual Model Plan audit and ensure that it is completed and filed in accordance with the Regulations. NRS' assistance for the Model Plan audit will be limited to the support detailed in Section III.
  10. Participation by the Committee with NRS in meetings as needed. The Committee shall serve as the recording secretary and maintain appropriate minutes of such meetings and the Committee will provide a copy of the minutes to NRS. Any vacancies in positions of the Committee shall be filled at these meetings.

### **III. AUDIT**

Within a reasonable period of time at the end of the Model Plan year, NRS will provide to the Employer certain audited financial reports and other reports currently produced by, or available to NRS to assist the Employer in preparing for its annual audit.

### **IV. BONDING**

NRS shall maintain, at its own cost and in an amount required by the Regulations, fidelity bonding covering all officers, employees, and agents of NRS having access to funds contributed to the Model Plan, to protect the Employer, the Committee, and the Model Plan from any loss resulting from employee theft or dishonesty.

**V. TERM**

NRS, the Employer, and the Committee shall perform the duties outlined within this Agreement for a period of five (5) years beginning on the Effective Date of this Agreement and terminating July 13, 2026.

**VI. TERMINATION**

**A. BY THE COMMITTEE**

The Committee may terminate this Agreement upon 90 days' advance written notice to NRS if NRS fails to perform any of its material obligations hereunder. During such 90-day period, NRS shall have the right to cure the default or breach. Any written notice given hereunder shall specifically state the nature of the default or breach.

**B. BY NRS**

If the Employer or the Committee fails to agree, whether by act or omission, to the terms and conditions for participation in the Model Plan, NRS shall have the right to terminate this Agreement upon 90 days' advance written notice to the Committee: provided, however, the Employer or the Committee may cure the default or omission within 90 days immediately following the date of said notice. If the Employer or the Committee terminates Nationwide Life Insurance Company ("Nationwide") as the Financial Organization of the Model Plan, NRS shall have the right to terminate this Agreement at any time after the termination date of the Nationwide contract.

**C. EFFECT OF TERMINATION**

In the event this Agreement is terminated by either party, NRS agrees to comply with the termination provisions as stated in the Regulations, as they now exist or may hereafter be amended.

**VII. INDEMNIFICATION**

NRS agrees to indemnify and hold harmless the Employer, the Committee, and the Participants from losses, costs, or expenses, including reasonable attorney fees, arising out of acts, negligence, omissions or any breach or non-performance of NRS' respective duties under this Agreement.

**VIII. GENERAL PROVISIONS**

**A. CAPTIONS**

Titles or captions of articles and paragraphs of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof of this Agreement or in any way effect this Agreement.

**B. ENTIRE AGREEMENT**

This Agreement and its attachments constitute the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, express or implied, which is not contained herein shall be binding or valid. In addition, this Agreement supersedes any previous Administrative Agreement between the parties, if applicable.

**C. MODIFICATION OF AGREEMENT**

This Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.

**D. INVALID PROVISIONS**

If any term or provision of this Agreement or the application thereof to any agency, person, firm or corporation or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to agencies, persons, firms, or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby and each such term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**E. SUBCONTRACTING**

The Employer, the Committee and NRS agree that subcontracting, as referenced in Section 9003.5(b) of the Regulations, will not be permitted.

**F. APPLICABLE LAW**

This Agreement shall be subject to and interpreted in accordance with the laws of the State of New York.

**G. ACKNOWLEDGMENT**

NRS acknowledges and avers that it is an Administrative Service Agency as that term is defined in the Regulations

**H. NOTICE**

The addresses of the Employer, the Committee and NRS set forth in the beginning of this Agreement shall be deemed the place to which written notice to them shall be directed; provided, however, that any such party or parties may, by written notice to the others given pursuant to this paragraph, designate a different address to which notices to it shall be directed or designate the name and address of another person, firm or corporation to whom notices to it may be directed. Also, copies should be directed to:

NRS:  
ATTN: NRS Office of General Counsel 10  
W. Nationwide Blvd., 05-04-101A  
Columbus, OH 43215

Employer & Committee:  
ATTN: Oneida County Law Department  
800 Park Avenue  
Utica, New York 13501

**I. DOCUMENTARY PROVISION**

This Agreement is subject to the Model Plan and the Regulations as now stated or hereinafter amended, and are hereby incorporated by reference.

**This Agreement is effective upon execution by the following parties:**

**COMMITTEE**

By: \_\_\_\_\_

Joseph M. Johnson, Commissioner of Personnel

Date: \_\_\_\_\_

**ONEIDA COUNTY**

By: \_\_\_\_\_

Anthony J. Picente, Jr., Oneida County Executive

Date: \_\_\_\_\_

**NATIONWIDE RETIREMENT SOLUTIONS, INC.**

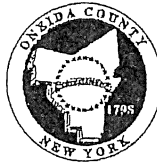
By: <sup>DocuSigned by:</sup> Catherine M (Katie) Moore,  
4DBE30C54E04471...

Title: AVP Operations

Date: 7/26/2021 | 11:13:43 AM EDT

Approved:

\_\_\_\_\_  
Amanda L. Cortese-Kolasz, Deputy County Attorney - Administration



**ONEIDA COUNTY  
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986  
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490  
E-mail: labor@ocgov.net

FN 20 21-233

July 20, 2021

Anthony J. Picente Jr.  
County Executive  
800 Park Ave.  
Utica, NY 13501

**GOVERNMENT OPERATIONS**

**WAYS & MEANS**

Re: EAP Contract 2021 -2023

Dear County Executive Picente:

Attached for your review and approval is a contract between the County of Oneida and the Center for Family Life And Recovery, Inc. (CFLR). CFLR provides Employee Assistance Program (EAP) services to the County, our employees and their immediate families.

Services include professional assessment and referral counseling to troubled employees and their families, supervisory orientation and training, and critical incident debriefing.

This service is an important and effective part of our overall efforts to provide our employees with the tools they need to become successful in their both their job and personal life.

The rate is \$16.50 annually per full time equivalent employee as is defined in the contract. This agreement was awarded as a result of a request for proposals. If you agree, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Joseph Johnson  
Commissioner of Personnel

Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

Anthony J. Picente, Jr.  
County Executive

Date 7/27/21

Oneida Co. Department: Personnel

Competing Proposal  X   
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Center for Family Life and Recovery, Inc. EAP  
502 Court Street  
Utica, NY 13502

**Title of Activity or Service:** Employee Assistance Program Services

**Proposed Dates of Operation:** January 1, 2021 – December 31, 2023

**Client Population/Number to be Served**

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Employee Assistance Program (EAP) provides services for employees and their immediate families. Includes Counseling, Training and Critical Incident debriefing. An EAP's services are usually free to the employee and their household member, having been pre-paid by the employer.
- 2) **Program/Service Objectives and Outcomes:** EAP's are intended to help employees deal with personal problems that might adversely impact their work performance, health, and well-being. EAP's generally include assessment short-term counseling and referral services for employees and their household members.
- 3) **Program Design and Staffing:** Employees and their household members may use EAP's to help manage issues in their work and personal lives. EAP counselors typically provide assessment, support, and, if needed, referrals to additional resources.

**Total Funding Requested:** \$ 79,200.00 **Account # 1430.1951**

**Oneida County Dept. Funding Recommendation:** \$ 79,200.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** 100% County

**Cost Per Client Served:** \$16.50 annually per FTE employees (as defined in the contract)

**Past Performance Data:** N/A

**O.C. Department Staff Comments:**

# AGREEMENT

Between  
Center for Family Life and Recovery, Inc.

And  
Oneida County

THIS AGREEMENT is made and entered into between **Center for Family Life and Recovery, Inc.** (hereafter referred to as CFLR), domestic not-for-profit corporation organized and existing under the laws of the State of New York, with its principal place of business located at 502 Court Street, Utica, NY 13502 and **Oneida County**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 800 Park Avenue, Utica, NY 13501-2986 (hereafter referred to as County).

WHEREAS, CFLR is a provider of Employee Assistance Programs (EAP) servicing employers, employees and their immediate family members; and

WHEREAS, County is a public service employer which, through its own operations, has a number of employees which County believes would benefit from its offering of an EAP program; and

WHEREAS, the County issued a Request for Proposals for EAP services; and

WHEREAS, CFLR submitted a response to the County's Requests for Proposals and was the chosen provider for EAP services;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and such other good and valuable consideration, the parties hereto agree as follows.

1. **Term and Termination.**

- a. This Agreement shall commence on **January 1, 2021** and shall continue through **December 31, 2023**, unless terminated as set out in this Section.
- b. The County shall have the option to extend this Agreement for two (2) additional consecutive one (1) year terms upon the same terms and conditions set forth herein.
- c. Termination of this Agreement may occur at any time, with or without cause:
  - i upon such date as the parties may mutually agree; or
  - ii by either party upon providing the other party with thirty (30) days' advance written notice of its intention to terminate this Agreement. This Agreement shall be terminated on the date indicated in the written notice, provided that the date so indicated is at least thirty (30) days after the date the notice is received at the party's address indicated above.
- d. Any course of Services, which is being provided to County's employees, or immediate family members, which commences prior to the effective date of any



termination, shall continue even after the termination date of this Agreement at no cost to the employee or immediate family member until the established course of Services is completed pursuant to the plan for that individual.

2. **Services provided by CFLR, Inc. EAP under this Agreement ("Services").**
  - a. Provide EAP orientations to all employees and EAP Supervisory Orientations during ALL trainings provided by CFLR. Provide orientation materials for new employee orientations conducted by County.
  - b. Provide critical incident stress defusing and debriefings for County if so requested following a workplace trauma.
  - c. Provide, as necessary, professional assessment and referral counseling visits to troubled employees and their Immediate Family Members (defined as spouse or partner, and dependents living in the employee's household).
    - i. Assessment and referral counseling visits shall be scheduled with the client per client issue.
    - ii. They shall be unlimited in number.
    - iii. The costs of assessments conducted by outside service providers, if necessary, and at CFLR's request, will not be charged to County.
    - iv. Every effort will be made to schedule appointments no later than three (3) business days after a request for an appointment is made.
  - d. Provide assistance in developing a letter to employees and families about the EAP.
  - e. Provide informative brochures, wallet cards, descriptive posters and promotional materials, in quantities up to the total number of employees.
  - f. Provide quarterly and annual reports regarding EAP activities as well as quarterly/monthly newsletters to County.
  - g. Provide twelve (12) hours of free training sessions annually on topics to be determined by the County Commissioner of Personnel or his/her designee.
    - i. Additional training programs will be contracted for an additional fee of \$150.00 per training hour. Additional free value added programs may be offered throughout the calendar year to the County.
  - h. Provide telephone supervisory consultation as needed. County supervisors are encouraged to consult the EAP in areas of performance management, working with troubled employees, and to gain assistance in making referrals to the EAP.
  - i. Provide 24-hour telephone coverage through both a local and an "800" number. CFLR staff shall answer calls during office hours from 8:30 a.m. to 4:00 p.m., Monday, Thursday and Friday, and 8:30 a.m. to 8:00 p.m. on Tuesday and Wednesday. The remaining coverage will be provided by a live answering

service that will direct callers to the Crisis Intervention Services or Alcohol Crisis number as appropriate.

- j. Make available office counseling consultations from 8:30 a.m. to 4:00 p.m., Monday, Thursday and Friday, and 8:30 a.m. to 8:00 p.m. on Tuesday and Wednesday.
- k. Ensure that no two County employees will be scheduled consecutively or at the same time.

3. **Fees.**

In consideration for CFLR providing the Services set out in this Agreement, the County will pay CFLR the rate of \$16.50 per year per the number of full time equivalent (FTE) employees of the County as of January 1 of each year this Agreement is in effect. The fee shall be an annual fee which shall be paid by the County in equal quarterly installments based upon the number of FTEs for the calendar year.

- a. In the year 2021, the County has 1,600 FTEs.
- b. The County shall notify CFLR of the number of FTEs for a given calendar year on or before January 15 of each year for a determination of the annual rate to be paid in that year.
- c. The first installment shall be paid upon execution of this Agreement.
- d. In the event this Agreement is terminated mid-year in any year, the County shall pay only the pro-rata portion of the annual fees for that portion of the calendar year that this Agreement was actually in force.

4. **Insurance and Indemnification.**

The CFLR shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
  - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
  - ii. Oneida County and all other parties required of Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds. Coverage for these additional insureds shall include completed operations.
  - iii. Abuse and Molestation coverage must be included.
- b. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

- i Coverage for review of cases and resulting Professional assessment.
  - ii Coverage for Abuse and Molestation.
- c. Automobile Liability
  - i Business Auto Liability with limits of at least \$1,000,000 each accident.
  - ii Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - iii Oneida County shall be included as an additional insured on the auto policy. Coverage for the additional insured shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.
- d. Commercial Umbrella
  - i Umbrella limits must be at least \$2,000,000 per occurrence.
  - ii Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
  - iii Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.
- e. Workers' Compensation and Employers Liability.
  - i. Statutory limits apply.
- f. Waiver of Subrogation. The CFLR, Inc. EAP shall waive all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL, Professional Liability, Business Automobile Liability, Umbrella Liability or Workers' Compensation and Employers Liability insurance maintained per the requirements stated above.
- g. Certificates of Insurance. Prior to the start of any work CFLR, Inc. EAP shall provide a certificate of insurance to County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of CFLR, Inc. EAP's CGL Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to County.
- h. Indemnification. CFLR, Inc. EAP agrees that it shall defend, indemnify and hold harmless County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of Services by CFLR, Inc. EAP and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the CFLR, Inc. EAP and its sub-consultants or failure on the part of the CFLR, Inc. EAP and its sub-consultants to comply with any of the covenants, terms or conditions of this Agreement.

5. **Performance of Services.**

- a. CFLR represents that it has the qualifications, the specialized skills, the experience, and the ability to properly perform the Services. CFLR shall use its best efforts to perform the Services such that the results are satisfactory to the County. CFLR shall be solely responsible for determining the location, method, details, and means of performing the Services.
- b. CFLR may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as it deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed to be employees of the County, and the County shall not have an obligation to provide Assistants with any salary or benefits. CFLR shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, and in compliance with all applicable federal, state or local laws and regulations. CFLR shall expressly advise the Assistants of the terms of this Agreement.
- c. CFLR acknowledges and agrees that neither it, nor its Assistants have authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.
- d. The County maintains the right to contract with other individuals or entities to perform the same services.

6. **Independent Contractor Status.**

- a. It is expressly agreed that the relationship of CFLR and its Assistants to the County shall be that of Independent Contractors. CFLR's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. CFLR, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. CFLR warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the public as a regular course of business. CFLR and the County agree that CFLR is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- c. CFLR's Assistants shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or

special training or a professional convention or meeting.

- d. CFLR acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.
- e. CFLR shall be solely responsible for applicable taxes for all compensation paid to it or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to CFLR's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for Services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA).
- f. CFLR shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges CFLR's or its Assistants' Independent Contractor status, it is agreed that both the County and CFLR shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. CFLR shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of federal and state entities relating to such employment and Civil Rights requirements.

7. **Expenses.**

CFLR is solely responsible for paying all of its business expenses related to furnishing the Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

8. **Training.**

CFLR and its Assistants shall not be required to attend or undergo any training by the County. CFLR shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the Services described herein, and shall be solely responsible for the cost of the same.

9. **Advice of Counsel.**

Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

10. **Miscellaneous Provisions.**

- a. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations,

representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

- b. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.
- c. If any term of this Agreement is found by a court or administrative agency with appropriate jurisdiction to be illegal, void or unenforceable, this Agreement shall terminate effective on the date that the term is found to be illegal, void, voidable or unenforceable.
- d. This Agreement shall be interpreted under the laws of the State of New York. If litigation is commenced by either party concerning this Agreement it shall be commenced in a court of competent jurisdiction in Oneida County, New York.
- e. CFLR warrants that the Services provided will be performed with the same degree of skill and care observed by nationally recognized firms performing the same or similar services and that its performance shall reflect its best professional knowledge, skill and judgment. CFLR shall comply with all laws and regulations applicable to the Services provided under this Agreement including, without limitation, confidentiality or employee records.
- f. CFLR will not issue any press release or use any of County's products or its name in any promotional activity, or otherwise publicly announce comment on this Agreement without prior written consent from the County.
- f. The persons executing this Agreement on behalf of the parties to this Agreement warrant to each other that they have all necessary authority to execute this Agreement on behalf of that party.

11. **Notices.**

All notices related to this Agreement shall be in writing, delivered personally or by certified mail, return receipt requested as set forth below:

To: CFLR  
CFLR  
502 Court Street, Suite 401  
Utica, New York 13502  
ATTN: Cassandra Sheets, LMSW  
Chief Executive Officer

To: County  
Oneida County  
800 Park Avenue  
Utica, New York 13501-2986  
ATTN: Joseph M. Johnson  
Commissioner of Personnel

With a copy to:

Oneida County Law Department  
800 Park Avenue  
Utica, New York 13501

IN WITNESS WHEREOF, the parties set their hand to this Agreement as of the day and year first written above.

County:

\_\_\_\_\_  
**Anthony J. Picente, Jr., Oneida County Executive**

\_\_\_\_\_  
**Date**

CFLR, Inc. EAP:

*Cassandra Sheets*  
\_\_\_\_\_  
**Cassandra Sheets, LMSW, Chief Executive Officer**

*7/21/21*  
\_\_\_\_\_  
**Date**

Approved

\_\_\_\_\_  
**Amanda L. Cortese-Kolasz, Deputy County Attorney - Administration**

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this 21<sup>st</sup> day of July, 2020, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
  - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an



employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

- D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;
    - ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
  - c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
    - i. The Contractor will or will continue to provide a drug-free workplace by:
      - A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
      - B. Establishing an ongoing drug-free awareness program to inform employees about:
        - 1) The dangers of drug abuse in the workplace;
        - 2) The Contractor's policy of maintaining a drug-free workplace;
        - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
        - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
      - C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
      - D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

- iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
  
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
  - i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  - ii. The Contractor may provide data aggregation services relating to the health care operations of the County.
  
- c. The Contractor shall:
  - i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  - ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  - iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  - iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  - v. Make available protected health information in accordance with 45 CFR §164.524;
  - vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;

- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  - viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  - ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

#### 10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

#### 11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the



payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application; request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an

independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida;  
and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Anthony J. Picente Jr.  
Oneida County Executive



Joseph M. Johnson  
Commissioner of Personnel

**ONEIDA COUNTY  
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986  
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490  
E-mail: labor@ocgov.net

July 29, 2021

FN 20 21-234

Hon. Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear County Executive Picente:

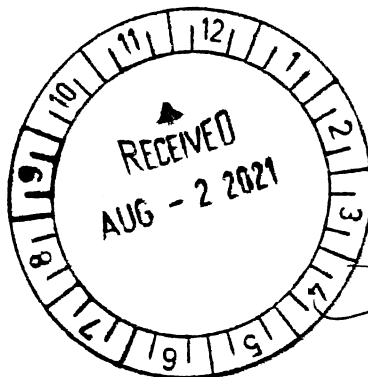
Attached for your review and approval is correspondence from Colleen Fahy-Box, Commissioner of Family and Community Services, requesting the position of Veterans Service Officer be reallocated from a grade 20W Step 2 with a salary of \$31,525 to a grade 26W Step 2 with a salary of \$39,716.

The duties of the position have increased in quantity and importance, and the job specification has been updated accordingly. As a special requirement of the position, appointees in this position must be honorably discharged wartime veterans unless the veteran is in possession of a Restoration of Honor Act Decision Letter restoring access to State benefits issued by the Division of Veterans' Services. Based on the substantial increase of duties and the level of responsibility of the position, the increased qualifications, and the severe and continued recruitment difficulty, it is being requested that the position of Veterans Service Officer be upgraded.

Thank you for your time and anticipated support in this matter. I am available to answer any questions you may have. Should this request meet with your approval, I respectfully request you submit the same to the Board of Legislators for consideration at their next meeting.

Sincerely,

Joseph M. Johnson  
Commissioner of Personnel



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 8-2-21

Anthony J. Picente, Jr.  
County Executive



Colleen Fahy-Box  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES  
COMMISSIONERS OFFICE  
COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501  
PHONE: 315-798-5733 ~ FAX: 315-798-5218**

July 26, 2021

Mr. Joseph Johnson,  
Commissioner  
Oneida County Personnel Department  
800 Park Avenue  
Utica New York 13501

Dear Commissioner Johnson:

The duties and responsibilities of the position of Veterans Service Officer have increased over the past several years, as has the volume of Veterans served and the complexity of their needs. Additionally, the qualifications of the position have changed due to the type of education and experience required to perform duties within the Veterans Service Agency. As a special requirement of the position, appointees must be honorably discharged wartime veterans unless the veteran is in possession of a restoration of Honor Act Decision letter restoring access to State benefits issued by the Division of Veterans Services.

Based on the substantial increase of duties and level of responsibility, the increased qualifications and the severe and continued recruitment difficulty, I recommend the position of Veterans Services Officer be upgraded from a grade 20W to a Grade 26W. The grade is equivalent to that of a caseworker since the qualifications and duties are similar.

The last time this exam was given, there were no approved applications resulting in the lack of an eligible list. The previous time it was given, the list yielded 3 eligible candidates. One was hired off the eligible list, and is currently the only Veterans Service Officer employed in the department. There are only two such positions in the department making it imperative to have them both filled and to have an eligible list and /or applicants willing to take the position in the absence of an eligible list.

Sincerely,

Colleen Fahy-Box,  
Commissioner

Jurisdictional Class: Competitive  
EEO Category: Paraprofessional  
Revised: 04/16/2021

## **VETERANS SERVICE OFFICER**

**DISTINGUISHING FEATURES OF THE CLASS:** This position involves responsibility for case coordination, counseling and processing of claims for veterans and their dependents. The incumbent is responsible for exercising sound professional judgement and knowledge in the processing of claims, completing interviews and assessments to discern needs of the veteran, and making referrals for veterans as deemed necessary. The work is performed under the general supervision of the Director of Veterans Services. The incumbent performs related work as required.

### **TYPICAL WORK ACTIVITIES:** (Illustrative Only)

Interpret and apply the state and federal regulations and policies pertaining to Veteran Services, including Title 38;  
Provide coordination of services between the Veterans Service Agency and various County agencies and with various community-based agencies;  
Assists veterans and their families with accessing benefits such as pensions, disabilities, educational benefits, health benefits, insurance and counseling;  
Counsels families of deceased veterans including, burial arrangements, Social Security benefits, retirement pensions, life insurance payments, and survivor benefits;  
Complete research and case analysis of veteran files in order to assist in the filing of application(s) for benefits;  
Provide case management services on an individual basis through home visits including nursing homes and hospitals;  
Preside over the federal Board of Veteran Appeals proceedings concerning veterans benefit claims;  
Prepare written briefs detailing decision(s) related to administrative hearings of various veteran claims and submit for review;  
Act as a liaison to the Veterans Legal Services Program;  
Assist in and/or coordinate community events honoring veterans and promote community awareness and advocacy of veteran's service and needs;  
Maintains records and reports as required.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:** Good knowledge of the underlying principles and philosophy regarding veterans' assistance programs; good knowledge of Federal, State and local veterans' assistance statutes and regulations; exceptional ability to deal effectively with people; sound judgment; tact; courtesy.

### **MINIMUM QUALIFICATIONS:** Either:

- (A) Graduation from a regionally accredited or New York State registered college or university with a Bachelor's Degree; **OR**
- (B) Successful completion of sixty (60) credit hours at a regionally accredited or New York State registered college or university and two (2) years of human services experience; **OR**

continued...

**MINIMUM QUALIFICATIONS (cont'd):**

- (C) Graduation from high school or possession of a high school equivalency diploma **AND** four (4) years of human services experience.

**SPECIAL REQUIREMENTS:**

1. Candidate must be an honorably discharged wartime veteran unless the veteran is in possession of a Restoration of Honor Act Decision Letter restoring access to State benefits issued by the Division of Veterans' Services.
2. Possession of a valid New York State driver's license at time of appointment. License must remain valid throughout appointment.

**NOTE:** Verifiable part-time experience will be pro-rated toward meeting full-time experience requirements.

Title change from "Veterans Services Coordinator": 01/03/2006

Adopted: 07/15/1999

Revised: 01/03/2006; 05/03/2011; 01/17/2020; 03/01/2021; 04/16/2021



Anthony J. Picente, Jr.  
County Executive



Colleen Fahy-Box  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**  
**COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501**  
**PHONE: 315-798-5260 ~ FAX: 315-793-6044**

May 10, 2021

Honorable Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

FN 20 21-235  
HEALTH & HUMAN SERVICES

Re: Agreement with the Neighborhood Center, Inc. (130362)

**WAYS & MEANS**

Dear Mr. Picente:

I am submitting a Purchase of Services Agreement between the Neighborhood Center, Inc. and the Department of Family and Community Services for Day Care registration, certification and training, inspection, and recruitment services.

The Department has contracted with the Neighborhood Center for these services since 1992.

The term for this Purchase of Services Agreement is January 1, 2021 through December 31, 2021. The cost of \$230,297.00 is fully funded through a New York State Office of Children and Family Services grant. There is no local cost.

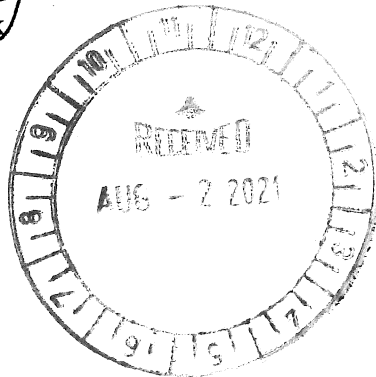
I am respectfully requesting that this matter be forwarded to the Board of Legislators. Thank you for your consideration.

Sincerely,

*Colleen Fahy-Box*

Colleen Fahy-Box  
Commissioner

CFB/tms  
Enc.



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

*Anthony J. Picente, Jr.*

Anthony J. Picente, Jr.  
County Executive

Date 8-2-21

# 14502

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other  X

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: Neighborhood Center  
624 Elizabeth Street  
Utica, New York 13501

Title of Activity or Services: Day Care Registration/Inspection

Proposed Dates of Operations: January 1, 2021 – December 31, 2021

Client Population/Number to be Served: Individuals in Oneida County interested in or currently providing child care in a residence.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The Neighborhood Center provides recommendations for the registration/and renewal for those individuals satisfactorily completing a Family Day Care (FDC) initial/renewal application. The program will provide technical assistance to potential and current providers regarding application and regulations; regularly scheduled orientations throughout Oneida County, and inspections or investigations on registered homes on a random basis, or in response to a complaint or a request by provider, or for failure to meet training requirements. The Contract includes performance standards for initial registrations, renewal registration, complaint investigations, safety assessments, inspections, on-site registration, and case and management review.

**2). Program/Service Objectives and Outcomes**

This service proposes to increase the number of Registered FDC & School Age Day Care homes throughout Oneida County and to ensure through the inspection process that they meet the standards set forth in the NYS Regulations.

**3). Program Design and Staffing Level**

One (1) Program Director  
Three (3) Caseworkers  
One (1) Program Assistant

Total Funding Requested: \$ 230,297.00

Oneida County Dept. Funding Recommendation: Account # A6055.495

**Mandated or Non-mandated:** Mandated (the Department is mandated to provide the grant to the local districts to fund an state-approved agency)

**Proposed Funding Source (Federal \$ /State \$ / County \$):**

Federal	0 %	\$	0.00
State	100 %	\$	230,297.00
County	0 %	\$	0.00

**Cost Per Client Served:** This Contract is reimbursed through a Memorandum of Understanding with the State of New York for \$ 230,297.00.

**Past performance Served:** The Department has contracted with this provider since June 1, 1992. In 2007, the county contract instituted performance measures that must be met for the contractor to receive full reimbursement. The cost of the contract in 2020 was \$ 230,297.00.

**O.C. Department Staff Comments:** There is no local share to support this effort.

**AGREEMENT**

**THIS AGREEMENT** made and entered into between Oneida County, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Family and Community Services (hereinafter individually called the “Department,” Oneida County and the Department are collectively referred to as the “County”) and The Neighborhood Center, Inc., a domestic not-for-profit corporation incorporated under the laws of New York State, having its principal offices located at 624 Elizabeth Street, Utica, New York 13501 (hereinafter called the “Contractor”). All parties to this Agreement are hereinafter collectively known as the “Parties.”

**WHEREAS**, New York State has established a state-wide system of family day care registration and inspection; and

**WHEREAS**, the New York State Office of Children and Family Services (“OCFS”) has contracted with the County for processing family day care registration and conducting family day care home inspections such that the County may locate appropriate subcontractors and execute contracts for said services; and

**WHEREAS**, the County has determined it to be in its best interest to subcontract for these services; and

**WHEREAS**, New York State has certified entities as being able to provide this service to local Social Services Departments; and

**WHEREAS**, the Contractor is the local agency certified by New York State to provide this service to the County;

**NOW, THEREFORE**, the parties agree as follows:

**SECTION I: DEFINITIONS**

- A. **Family Day Care Homes**. Family Day Care Homes (hereinafter called “Homes”) are defined as programs caring for children for more than three hours per day per child in which child day care is provided in a family home for three to six children.” They are regulated under Section 390 of the Social Services Law and Title 18 of the New York Code of Rules and Regulations (NYCRR), Parts 413 and 417.
- B. **Certification**. Certification shall be defined as the gathering of required documents, scheduling and arranging of required inspections, and issuing the necessary instruction in accordance with OCFS regulations and Department policy.

SECTION II: TERM OF AGREEMENT

- A. The term of this Agreement (a sub-contract under an OCFS grant) shall be from January 1, 2021 through December 31, 2021.
- B. The option to renew this Agreement is at the sole discretion of the County and the County shall provide notice to the Contractor prior to the end of the term of this Agreement.

SECTION III: SCOPE OF SERVICES

The Contractor shall perform Certification, re-certification, and inspection activities for the Department. The Contractor shall perform these activities in the following manner:

- A. Activity 1: Processing Registration Applications. This activity shall include the following functions:
  - 1. Conducting regularly-scheduled orientation sessions for potential new applicants. Orientation sessions shall be conducted using an OCFS-supplied curriculum. Orientation sessions shall be held at times and locations on an as-needed basis to be determined by the volume of new applicants. Individuals attending orientation shall be provided with proof of attendance.
  - 2. Providing application packets at orientation sessions and other times, upon request.
  - 3. Providing technical assistance to help potential and current providers understand and comply with applicable regulations, complete the application (either original or renewal), and submit appropriate documentation. Additional supportive information shall be made available to child day care providers.
  - 4. Reviewing applications, including all supporting documentation, for completeness and compliance with applicable regulations. This includes acting upon those portions of the application that require further action (e.g. reviewing references, validating documentation).
  - 5. Notifying providers of application status, including initial notice within five (5) days of receipt of original application or renewal application as well as notice of outstanding or incomplete documentation.
  - 6. Mailing renewal application packets to providers at least ninety (90) days prior to the expiration of their registrations.

7. Recommending approval or disapproval of all applications to OCFS Division of Child Care Services (“DCCS”) Regional Office.
8. Submitting monthly reports regarding orientation sessions. The reports shall include: the number of orientation sessions held; the program category (family day care or school-age child care); the location and number of potential providers attending; the number of providers by category; the number of original applications and the number of renewal applications pending due to outstanding documentation; and the number of applications which have been pending for more than sixty (60) days.

B. Activity 2: Conducting Inspections. This activity shall include the following functions:

1. Inspecting at least fifty percent (50%) of registered providers annually with a priority on inspecting providers not licensed or certified prior to the implementation of registration. To the maximum extent possible, the Department shall identify the providers to be inspected. A full compliance study shall be made at each of these unannounced inspection visits. All violations identified must be corrected or the providers shall be referred to the DCCS Regional Office for enforcement action.
2. Investigating all complaints that, if true, would indicate a lack of compliance with statutory or regulatory requirements. If the complaint indicates that children may be in imminent danger, the Contractor shall perform an unannounced site inspection no later than the next day of program operation. In all other cases, except for those complaints solely alleging the failure to register, the Contractor shall make an unannounced site inspection visit within fifteen (15) days of the receipt of the complaint. In addition, the Contractor shall make a full compliance study if the Contractor determines that such a study is warranted, given the conditions at the site.
3. Investigating all Homes, which have not been previously inspected for another reason, where an application has been made to provide care for an additional one or two school-age children. The Contractor shall thereafter recommend approval or disapproval of the application. The Contractor shall make a full compliance study if the Contractor determines that such a study is warranted, given the conditions at the site. If the providers do not correct all violations, the Contractor shall refer the providers to the DCCS Regional Office for enforcement action.

4. Inspecting, upon receipt of the renewal application, all providers who have failed to meet the training requirement or who have unresolved regulatory violations or complaints.
5. Maintaining inspection reports and documentation of compliance or corrective actions in the file of each inspected provider.
6. Acting as Liaison: The Contractor shall serve as the liaison between the Department and the Homes. In this capacity, the Contractor shall handle all problems that may arise, including payment clarification between the Homes and the Department.
7. Maintaining Documentation: The Contractor shall maintain all required documentation, including the case records of all day care clients, and records of all applicants seeking to become Homes in the event documentation is needed for a Fair Hearing. Each month, the Contractor shall provide the following information its monthly billing to the County;
  - a. An itemized list of expenditures for the month;
  - b. A list of all Homes that are:
    - i. Certified,
    - ii. In process of Certification; or
    - iii. No longer active, or have been denied Certification;
  - c. A list of all client families and children detailing where they are placed;
  - d. A list of participants in the nutrition program; and
  - e. A statistical report and any reporting requirements from OCFS.
  - f. All documentation shall be prepared by the Contractor and submitted to the County per the forms and requirements of the Department and the OCFS.
8. Mandated Reports: All Contractor staff performing work under the terms of this Agreement are mandated child abuse reporters, and as such, they are required by

law to report any cases of suspected child abuse. As a mandated reporting agency, all instances of suspected child abuse, neglect, and/or maltreatment, shall be reported to the Statewide Central Register as required by law. These verbal reports shall be followed by submission of completed 2221A to the Department. The family shall be informed in advance of the Contractor's decision to file a report with the Statewide Central Register.

9. The liaisons for this program shall be:

a. Department: Philip Martini

b. Contractor: Sandra Soroka

10. OCFS requires that individuals performing the services detailed herein undergo certain New York State-sponsored trainings. Throughout the term of this Agreement, the Contractor's employees, representatives, Assistants, and assigns who will be providing the services required under this Agreement shall be required to undergo periodic and regular training pursuant to the State requirements. Such training shall be arranged, scheduled, and provided by OCFS, through its DCCS Regional Office.

11. The County and the Contractor's representatives shall meet at a minimum of once every three (3) months, at times mutually agreeable to the parties, to review programmatic and systemic issues and to evaluate the program.

C. Changes in the New York State Day Care Home Certification Process may result in changes in the scope and nature of services under this Agreement. Both parties shall meet to review these changes and make such adjustments and/or amendments to this Agreement as it becomes necessary and is deemed warranted by the County.

D. All information contained in the Contractor's files (or those of its sub-contractors) shall be held confidential pursuant to the applicable provision of the Social Services Law and any regulations promulgated thereunder, including, but not limited, to 18 NYCRR Sec. 357.5 and 423.7, as well as any applicable federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

#### SECTION IV: REIMBURSEMENT AND CLAIMING PROCEDURES

A. The County shall reimburse a total cost for services provided not to exceed \$230,297.00 for an acceptable level of compliance for all Quarterly Standard Performance Levels as specified in this Agreement for the period of January 1, 2021 through December 31, 2021.



Reimbursement shall be made according to a budget approved by OCFS, a copy of which is attached hereto and made a part hereof. Reimbursement shall be made quarterly, minus any applicable penalty as detailed below, upon submission of the appropriate County voucher with all supporting documentation deemed necessary by the Department, including, but not limited to the DCCS Quarterly Standard Performance Level determination detailed below.

B. A quarterly program review will be conducted by the DCCS, after the end of the applicable quarter, to determine if the Contractor has reached an acceptable level of compliance for the quarter. The determination of whether the Contractor met an acceptable level of compliance for each Quarterly Standard Performance Level will be based on the Contractor's compliance with all applicable timelines, operating procedures and other requirements as set forth in the DCCS Regional Office regulations and policies and the Child Care Facility System (CCFS) Users' Manual, which are deemed to be incorporated herein by reference.

C. If the DCCS Regional Office determines that the Contractor has not met the acceptable Quarterly Standard Performance Level for a particular activity during a quarter, the applicable percentage set forth herein for that Quarterly Standard Performance Level will be withheld and the reimbursement to the Contractor for the quarter shall be reduced accordingly. The DCCS Regional Office may completely waive the reduction for a particular unmet Quarterly Standard Performance Level based upon a written request submitted by the Contractor demonstrating that such failure was due to extraordinary or unforeseen circumstances. The DCCS Regional Office shall notify the Contractor in writing of the DCCS Regional Office's approval or disapproval of any such waiver request, and in the event of disapproval, shall delineate the reasons for such disapproval.

D. The following standard performance levels must be met quarterly or the corresponding penalty will be administered:

1. Quarterly Standard Performance Level – Initial Registrations/Licenses

The Contractor will process initial registration/licensing applications within 90 days of receipt of completed applications, including providing applicants with all appropriate notifications regarding the status of the applications. The acceptable resolution categories are: approved, withdrawn, and referred to enforcement for denial. The Quarterly Standard Performance Level for initial registrations/licenses for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for initial registrations/licenses is not met, 10% of the quarterly contract amount will be withheld..

2. Quarterly Standard Performance Level – Renewals of Registrations/Licenses  
The Contractor will process completed applications for renewals of registrations/licenses, including providing providers with all appropriate notifications regarding the renewal process, prior to the applicable registration/license lapse date or will initiate enforcement action. All renewals of Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care, will include a renewal inspection as required by regulation. The Quarterly Standard Performance Level for renewals of registrations/licenses for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for renewals of registrations/licenses is not met, 10% of the quarterly contract amount will be withheld.
  
3. Quarterly Standard Performance Level –Complaint Investigations  
The Contractor will initiate complaint investigations within the required time frames and make determinations on the complaints within 60 days of receipt of the complaint. The Quarterly Standard Performance Level for complaint investigations for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the previous quarter's Quarterly Standard Performance Level for complaint investigations is not met, 10% of the quarterly contract amount will be withheld.
  
4. Quarterly Standard Performance Level – Safety Assessments  
The Contractor will conduct safety assessments based on the categories of arrests/convictions and submit the assessments to DCCS within the required time frames. The Quarterly Standard Performance Level for safety assessments for an acceptable level of compliance is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the previous quarter's Quarterly Standard Performance Level for safety assessments is not met, 10% of the quarterly contract amount will be withheld.
  
5. Quarterly Standard Performance Level – Annual Inspections  
The Contractor will conduct one quarter of the required annual inspections for Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care Programs complete all required documentation. The Quarterly Standard Performance Level for annual inspections for an acceptable level of compliance is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the Standard Performance Level for Annual Inspections is not met at the completion of the four quarters, 10% of the contract amount will be withheld.

6. Quarterly Standard Performance Level – Mid-Point Requirements

The Contractor will process completed reviews of mid-point documentation, including providing providers with all appropriate notifications regarding the mid-point requirements. The Contractor will conduct mid-point inspections for Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs, complete all required documentation within the required timeframes pursuant to current policy and procedures. The Quarterly Standard Performance Level for mid-point requirements for an acceptable level of compliance is 95%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 95% of the Quarterly Standard Performance Level for mid-point requirements is not met each quarter, 10% of the quarterly contract amount will be withheld.

7. Quarterly Standard Performance Level – On-Site Case and Management Review

For on-site case review, the Contractor will provide appropriate registration, licensing, and monitoring activities, maintain appropriate case files and make appropriate entries into CCFS in the time, manner and form required by the Department. The on-site case review will include a review of a sample of case files regarding initial applications, renewal applications, mid-point requirements, annual inspections, complaint investigations and other investigations chosen in accordance with a consistent sampling framework to determine whether: Office policies, procedures, and regulations are applied accurately; required observations are made during inspections and investigations; all applicable entries are made in case files and/or CCFS; proper notifications are given to providers and parents, where applicable, within the required time frames, including issuance of the final CCFS inspection report within 10 days after the inspection being conducted; each facility has the required comprehensive background check approvals and are entered into CCFS upon receipt; inspections are conducted along with exit interviews with the provider prior to inspector's departure, when appropriate, to verify compliance with any corrective action plans and/or continued regulatory violations; appropriate and timely enforcement referrals are made and appropriate and timely follow-up activities are conducted in accordance with Office policies and directions, including cooperating with the Office's Division of Legal Affairs on enforcement activities and, when determined necessary by the Office, testifying at fair hearings and/or court proceedings and assisting the Office in responding to litigation. The Contractor shall not revise or alter Office policy/procedures or create its own policy/procedure without receiving prior approval in writing from the Office. The Quarterly Standard Performance Level for an acceptable level of compliance for

an individual on-site case review is 100% of statutory items and 75% of non-statutory items. The Quarterly Standard Performance Level for an acceptable level of compliance for on-site case review in total is 90%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If at least 90% of the previous quarter's Quarterly Standard Performance Level for on-site case review is not met, 10% of the quarterly contract amount will be withheld.

8. The management review will include a review of other documentation to determine whether identified registration/licensing staff have participated in any mandatory training as required by the Office related to the performance of registration/licensing duties and management and supervisory sessions on a regional and Statewide basis, as required; provided technical assistance in regard to the start-up of new programs, compliance with existing programs and information on available training and funding resources applicable to Family Day Care, School-Age Child Care, and, in New York City only, Group Family Day Care programs; and provided parents and the general public with access to information regarding the compliance history of all regulated providers, as required. Not less than annually, the Contractor will report to the Office the evidence of risk-based assessment outcomes for identified programs, if applicable. In addition, the Contractor will participate in Office Quality Indicator initiatives and any inter-rater reliability studies conducted by the Office. The Quarterly Standard Performance Level for an acceptable level of compliance for management review is 100%. Performance will be assessed by DCCS upon review of quarterly data from CCFS. If 100% of the previous quarter's Quarterly Standard Performance Level for management review is not met, 10% of the quarterly contract amount will be withheld.

9. Quarterly Standard Performance Level– Approved Staffing Plan

The Contractor will maintain the Office-approved Contractor staffing plan, including the percentage of time each staff works on the project, during the quarter. In addition, the DCCS Regional Office Manager is to be notified by the Contractor of the registration/licensure and inspections coverage plan when the registrar's office is unavailable during regular business hours. In the event of a staff vacancy, the date of the occurrence is to be reported to the Office's respective DCCS Regional Office Manager. The Contractor will be allowed a five-month period from the date the vacancy was created to fill the vacancy and bring staffing back up to the approved level. The Contractor is to provide DCCS with the dates of hire, names of the staff assigned to register and license day care programs and the percentage of time those staff work on the program. The Office will review the qualifications of those staff members as part of the quarterly on-

site case and management review and when otherwise requested by DCCS to determine if the qualifications are reasonable for providing the registration and inspection services. The Quarterly Standard Performance Level for approved staffing plan for an acceptable level of compliance is 100%, with the exception of any vacancies that are less than five months old at the end of the quarter. Performance will be assessed by DCCS based upon the quarterly on-site case and management review. If 100% of the previous quarter's Quarterly Standard Performance Level for approved staffing plan is not met, not counting vacancies that are less than five months old at the end of the quarter, 10% of the quarterly contract amount will be withheld. However, the amount withheld may not exceed the value of the personnel costs for the unfilled position(s).

10. The Contractor agrees that the equipment purchased under this Agreement is the property of the County and shall revert to the County upon any termination or failure to renew this Agreement. This Agreement shall be considered null and void should OCFS grant funds become unavailable for any reason. The County shall reimburse the Contractor for those services provided through the agreed-upon termination date at the County's usual reimbursement rate.

#### SECTION V: INSURANCE AND INDEMNIFICATION

A. The contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

- i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
- ii. Abuse and Molestation coverage must be included.
- iii. Oneida County, and all other parties required by Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds. Coverage for the additional insureds shall

include completed operations.

2. Business Automobile Liability

- i. Business Automobile Liability with limits of at least \$1,000,000 each accident.
- ii. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- iii. Oneida County shall be included as an additional insured on the Business Automobile Liability policy. Coverage for the additional insured shall be on a primary and non-contributing basis.

3. Commercial Umbrella

- i. Commercial Umbrella limits must be at least \$5,000,000.
- ii. Commercial Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- iii. Commercial Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

4. Workers' Compensation and Employer's Liability

- i. Statutory limits apply.

B. Waiver of Subrogation: The Contractor waives all rights against Oneida County and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Professional Liability, Business Automobile Liability, Umbrella Liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above.

C. Certificates of Insurance: Prior to the start of any work the Contractor shall provide certificates of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to Oneida County.

D. Indemnification: The Contractor shall defend, indemnify, and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries

or death to persons arising, occurring or resulting from or out of the negligent performance of services by the Contractor and its Assistants, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its Assistants or failure on the part of the Contractor and its Assistants to comply with any of the covenants, terms or conditions of this Agreement.

#### SECTION VI: PERFORMANCE OF SERVICES

- A. The Contractor represents that it is duly licensed and has the qualifications, the specialized skill(s), the experience, and the ability to properly perform the services required of it in this Agreement. The Contractor shall use its best efforts to perform the services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method, details, and means of performing the services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.
- B. The Contractor may, at the Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the services required of it in this Agreement (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the services by the Assistants in a manner satisfactory to the County, and in compliance with all applicable federal, state or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
- C. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

#### SECTION VII: INDEPENDENT CONTRACTOR STATUS

- A. The Parties agree that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor's Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants shall conduct themselves in accordance with such status, and that they will neither hold themselves out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to officers or employees of the County.

- B. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- C. The Contractor's Assistants shall not be eligible for compensation from the County due to illness, an absence due to normal vacation, an absence due to attendance at school or special training, or a professional convention or meeting.
- D. The Contractor acknowledges and agrees that its Assistants shall not be eligible for any County employee benefits, including retirement membership credits.
- E. The Contractor shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- F. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- G. If the Internal Revenue Service, the Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- H. The Contractor shall comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and civil rights requirements.



SECTION VIII: EXPENSES

The Contractor is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

SECTION IX: TRAINING

The Contractor shall be fully responsible for any training necessary for its Assistants to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

SECTION X: MISCELLANEOUS

- A. This Agreement cannot be assigned by the Contractor without obtaining written approval of the Department.
- B. Should the OCFS grant to the County currently being processed be disapproved, unfunded, withdrawn or otherwise become unavailable, for any reason, this Agreement shall be considered null and void.
- C. This Agreement may be terminated by the County upon thirty (30) day written notice of intent to cancel submitted to the Contractor.
- D. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

SECTION XI: CHOICE OF LAW / VENUE

- A. If either party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.
- B. This Agreement shall be construed and enforced in the accordance with the laws of the State of New York.

SECTION XII: ADVICE OF COUNSEL

Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Date: \_\_\_\_\_

Oneida County: \_\_\_\_\_  
Anthony J. Picente, Jr., County Executive

Approved: \_\_\_\_\_  
Kimberly A. Kolch, Assistant County Attorney

Date: 7/22/21

Department of Family  
and Community Services: \_\_\_\_\_  
*Colleen Fahy-Box*  
Colleen Fahy-Box, Commissioner

Date: 7/19/2021  
The Neighborhood Center, Inc.: \_\_\_\_\_  
*Sandra L Soroka*  
Sandra Soroka, Executive Director

**ATTACHMENT A**

**BUDGET SUMMARY**

(approved by New York Office of Children and Family Services)  
 (Oneida County Department of Social Services is a pass-through for this funding)

**Budget Summary Form**

Expense Category	Requested OCFS Funds*	Total Cost
<b>A. Personal Services</b>		
1. Personnel	\$155,586	\$155,586
2. Fringe Benefits	\$54,455	\$54,455
3. Total (Lines 1 + 2)	\$210,041	\$210,041
<b>B. Non-Personal Services</b>		
4. Contractual/Consultant	\$662	\$662
5. Staff Travel/Per Diem	\$2,897	\$2,897
6. Equipment	\$0	\$0
7. Supplies	\$3,040	\$3,040
8. Other Expenses	\$13,657	\$13,657
9. Total (Total Lines 4 to 8)	\$20,256	\$20,256
<b>C. Project Total (Lines 3 + 9)</b>	<b>\$230,297</b>	<b>\$230,297</b>

Agency: The Neighborhood Center,  
 Inc.

Period: January 1, 2021–  
 December 31, 2021

### A. Program Personnel Costs

A. Position/Title	Base Salary	% of Time on Project	Salary times % of Time**	OCFS Grant Funds	Total Salary Charged to Program
Asst. Divisional Director	\$51,500	3.00%	\$1,545	\$1,545	\$1,545
Program Director	\$46,356	60.00%	\$27,814	\$27,814	\$27,814
Caseworker I	\$32,959	100.00%	\$32,959	\$32,959	\$32,959
Caseworker II	\$33,944	100.00%	\$33,944	\$33,944	\$33,944
Caseworker III	\$32,959	100.00%	\$32,959	\$32,959	\$32,959
Program Assistant	\$28,862	70.00%	\$20,204	\$20,204	\$20,204
Controller	\$97,850	5.00%	\$4,893	\$4,893	\$4,893
Maintenance Worker	\$25,350	5.00%	\$1,268	\$1,268	\$1,268
			\$0	\$0	\$0
<b>Total FTE's</b>		<b>4.43</b>	<b>\$155,585</b>		
<b>B. Subtotal</b>				<b>\$155,586</b>	<b>\$155,586</b>
<b>C. Fringe Cost</b> >	35.00%			\$54,455	\$54,455
<b>D. Total (B+C)</b>				<b>\$210,041</b>	<b>\$210,041</b>

### B. BUDGET

#### B1. Consultant/Contractual

Item	OCFS Funds	Total Costs
Mohawk Consulting Group-Software Maintenance/IT Support-estimating 5 hours of IT support for program needs - 5 hours @ \$75/hour	\$375	\$375
Arlott Office Products - Maintenance on copiers/printers	\$287	\$287
All Bids and Agreements on file within Agency		\$0
<b>Total Consultant Costs</b>	<b>\$662</b>	<b>\$662</b>

#### B2. Staff Travel/Per Diem

Item	OCFS Funds	Total Costs
Estimating staff will travel approximately 5,794 miles annually @ \$.50/mile reimbursement	\$2,897	\$2,897
(This amount has been reduced due to the ongoing pandemic and the state guidance for completing home		\$0
		\$0

visits)		\$0
		\$0
All Travel Costs within Federal allowance guidelines		\$0
<b>Total Staff Travel/Per Diem</b>	<b>\$2,897</b>	<b>\$2,897</b>

**B3. Equipment**

Item	OCFS Funds	Total Costs
		\$0
		\$0
<b>Total Equipment</b>	<b>\$0</b>	<b>\$0</b>

**B4. Supplies**

Item	OCFS Funds	Total Costs
Office Supplies-paper, pens, pencils, printer cartridges; fax cartridges, manilla folders, envelopes and other office supplies as needed (\$375.00 x 4 qtrs)	\$1,500	\$1,500
Postage-estimating 2,800 pieces of mail will be sent @ \$.55/each	\$1,540	\$1,540
		\$0
<b>Total Supplies</b>	<b>\$3,040</b>	<b>\$3,040</b>

**B5. Other Expenses**

Item	OCFS Funds	Total Costs
Telecommunications - expenditures are allocated according to square footage utilized at 612 Elizabeth Street by program (2,627.73 square feet of the 6,873) which equates to 38.23% of facility costs [\$1290. x 4 qtrs]	\$5,159	\$5,159
Utilities - expenditures are allocated according to square footage utilized at 612 Elizabeth Street by program (2,627.73 square feet of the 6,873) which equates to 38.23% of facility costs [\$768 x 4 qtrs]	\$3,070	\$3,070
Building Repairs/Maintenance - expenditures are allocated according to square footage utilized at 612 Elizabeth Street by program (2,627.73 square feet of the 6,873) which equates to 38.23% of facility costs [\$807 x 4 qtrs]	\$3,229	\$3,229
Property/Liability Insurance - expenditures are allocated according to square footage utilized at 612 Elizabeth Street by program (2,627.73 square feet of the 6,873) which equates to 38.23% of facility costs [\$550 x 4 qtrs]	\$2,199	\$2,199
		\$0
		\$0
		\$0
		\$0
<b>Total Other Expenses</b>	<b>\$13,657</b>	<b>\$13,657</b>

ATTACHMENT B

MONTHLY DAY CARE REPORT  
for the month of \_\_\_\_\_.

Certification:

Total Day Care Homes Certified at Start of Month \_\_\_\_\_.

Total Day Care Homes Leaving the Program \_\_\_\_\_.  
Terminated \_\_\_\_\_.

Withdraw \_\_\_\_\_.

Moved \_\_\_\_\_.

Other \_\_\_\_\_.

Total Day Care Homes Certified at the end of Month

Home-finding:

Total Home Studies Pending at start of month \_\_\_\_\_.

New Home Study Referrals \_\_\_\_\_.

Home Studies Terminated \_\_\_\_\_.

W/R \_\_\_\_\_.

Home Studies - Certified \_\_\_\_\_.

at end of Month \_\_\_\_\_.

Recruitment Report: (list recruitment efforts,

Date: \_\_\_\_\_

Signed \_\_\_\_\_.

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a



criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records



shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

#### 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

#### 19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

- i. Upon all real property owned or leased by the County of Oneida;  
and
- ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



# ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR  
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH  
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

July 19, 2021

FN 20 21-236

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

Attached is an interim agreement between Oneida County through its Health Department and The VMC Group, Inc. for transportation management and consultation services for preschool aged children with disabilities. The VMC Group, Inc. has provided these services in a satisfactory manner to Oneida County since 2009.

The VMC Group, Inc. will continue to provide transportation management and consulting services for the transportation of preschool/early intervention children to and from each child's childcare location to such child's special services or program, as is required by law.

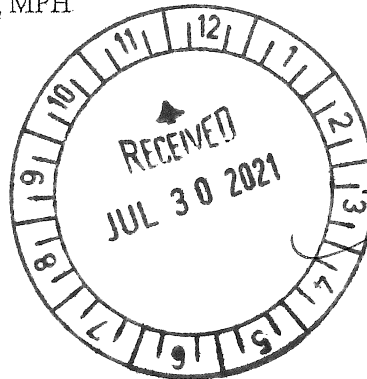
The term of this agreement shall be from August 1, 2021 through January 31, 2022. Payment is based on rates for services as outlined in the agreement and is not to exceed a total of \$96,000.00 for the six month term.

If this agreement meets with your approval, please forward to the Board of Legislators for their consideration. Should you have any questions or concerns, please feel free to contact me.

Sincerely,

Daniel W. Gilmore, Ph.D., MPH  
Public Health Director

Attachments  
CM



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 7-28-21

ADMINISTRATION  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-8400 • FAX: (315) 266-8138

SPECIAL CHILDREN SERVICES  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5249 • FAX: (315) 731-3401

ENVIRONMENTAL HEALTH  
ADIRONDACK BANK BLDG., 4<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES  
406 ELIZABETH ST. UTICA, NY 13501  
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Public Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source \_\_\_\_\_  
RFP   X   \_\_\_\_\_  
Other \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** The VMC Group, Inc.  
9701 Niagara Falls Blvd., Suite 1A  
Niagara Falls, NY 14304

**Title of Activity or Service:** Transportation management and consulting services  
for children with special needs

**Proposed Dates of Operation:** August 1, 2021 to January 31, 2022

**Client Population/Number to be Served:** Children with disabilities under the age of five

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Consultant to provide transportation management and consulting services for the transportation of preschool/early intervention children to and from each child's childcare location and special services or program. This contract includes costs for the vendor to prepare and manage the Public Bid process for transportation service providers on behalf of the County.
- 2) **Program/Service Objectives and Outcomes:** Safe, efficient, and cost effective management of the County's transportation program
- 3) **Program Design and Staffing:** N/A

**Total Funding Requested:** \$96,000.00

**Account:** A2960.4956

**Oneida County Dept. Funding Recommendation:** \$96,000.00

**Proposed Funding Sources (Federal \$/State \$/County \$):** 59.5% State (\$57,120.00)  
40.5% County (\$38,880.00)

**Cost Per Client Served:** N/A

**Past Performance Data:** per month expense \$14,637.43 plus occasional \$2,500 for ride sharing logistics

**O.C. Department Staff Comments:** N/A

**AMENDMENT AND EXTENSION**

This Agreement made this 26<sup>th</sup> day of July, 2021 (hereinafter referred to as the "Amendment"), by and between the **County of Oneida**, a municipal corporation organized and existing under the laws of the State of New York with a principal place of business at 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), through its Health Department, located at 185 Genesee Street, Utica, New York 13501, and The VMC Group, Inc., a domestic business corporation with its principal executive office located at ~~1650 Sycamore Ave, Bohemia, New York 11716~~, (hereinafter referred to as the "Contractor"). 9701 Niagara Falls BLVD, Suite 21A, Niagara Falls, NY 14304

**WHEREAS**, the County and the Contractor entered into a written agreement for transportation management and consulting services (Oneida County Contract No. 8012, hereinafter referred to as the "Original Agreement") attached hereto as Exhibit A; and

**WHEREAS**, the Original Agreement allowed for two one-year extensions of the Original Agreement; and

**WHEREAS**, the parties entered into a subsequent agreement to extend the term of the Original Agreement for a period of one year (Oneida County Contract No. 88317, hereinafter referred to as the "First Extension Agreement") attached hereto as Exhibit B;

**WHEREAS**, the First Extension Agreement allowed for an additional extension for a maximum period of one year;

**WHEREAS**, the parties entered into a subsequent agreement to extend the term of the First Extension Agreement for a maximum period of one year (Oneida County Contract No. 108245, hereinafter referred to as the "Second Extension Agreement") attached hereto as Exhibit C;

**WHEREAS**, as a continuation of these services is essential to the County while it completes mandated procurement procedures and approval; and

**NOW, THEREFORE**, in consideration of the foregoing, and the representations, warranties, covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The County and the Contractor agree that Section 1.b. of the Original Agreement is hereby repealed and replaced with the following:

1. b. The County shall have the option to extend the term of this Agreement.

2. The County and Contractor agree that Section 1.B. of the First Extension Agreement is hereby repealed and replaced with the following:



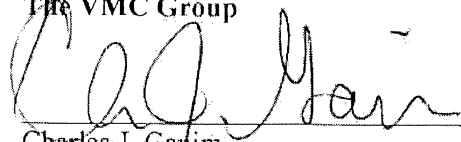
1. B. The County shall have the option to extend the term of this agreement.
3. The County and the Contractor agree the terms of the Second Extension Agreement shall be amended to insert the following paragraph:
  2. The within agreement may be extended for an additional term, for a period that shall not extend beyond January 31, 2022.
4. The parties agree that Addendum I (Standard Oneida County Conditions), which is attached hereto as Exhibit D is incorporated by reference into the Agreement.
5. The payment terms of all previous agreements shall be stricken and replaced with the following:
  - a. The amount the County shall pay Contractor for the six month additional term of this Agreement shall not exceed \$96,000.00.
  - b. Payments shall be made in equal monthly installments in the amount of \$15,003.37, and shall be paid promptly after the last day of each month, upon the County's receipt of the Contractor's invoice together with the voucher(s) required by the County. In addition, up to \$5,000 (\$2,500 for each of two quarters) for ridesharing fees will be paid by the County to the Contractor upon the County's receipt of the Contractor's invoice together with the voucher(s) required by the County.
6. Except as amended by this Amendment, the provisions of the Original Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date and year first written above.

**County of Oneida**

\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

**The VMC Group**

  
\_\_\_\_\_  
Charles J. Garim  
Chief Executive Officer

Approved:

\_\_\_\_\_  
Ellen S. Rayhill  
Assistant County Attorney

**TRANSPORTATION MANAGEMENT SERVICES AGREEMENT  
BETWEEN THE COUNTY OF ONEIDA AND THE VMC GROUP, INC.**

This Agreement, by and between ONEIDA COUNTY, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County", through its Health Department, located at 185 Genesee Street, Utica, New York 13501, herein referred to as the "Health Department", and THE VMC GROUP, INC., 9701 Niagara Falls Blvd. Suite 1A, Niagara Falls, New York 14304, hereinafter referred to as the "Contractor".

**WITNESSETH**

**WHEREAS**, pursuant to New York State Education Law, Section 4410, Public Health Law Section 2559-1, and under Title 110-A of Article 25 of the Public Health Law, Part 69 of Subchapter H of Chapter 11 of Title 10, Health, the County is required to transport certain children under five years of age with handicapping conditions, Preschool/Early Intervention Children from their respective childcare locations to special services or programs and return; and

**WHEREAS**, the County recognizes that advantages may result from certain Transportation Management and/or Consulting Services ("TMS Services"); and

**WHEREAS**, the Contractor is engaged in the business of providing TMS Services to municipal governments; and

**WHEREAS**, the Contractor covenants that it possesses or can make available all necessary qualified personnel and expertise to perform, or have performed, the Contracted Services required pursuant to the terms of this agreement.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**1. TERM OF AGREEMENT**

- a. This Agreement shall become effective August 1, 2016 and shall terminate on July 31, 2019.
- b. The County shall have the option to extend this Agreement for a maximum of two (2) one (1) year terms, conditioned upon the continued availability of Federal and/or New York State funds for the purpose set forth in this contract.

**2. RESPONSIBILITIES OF THE PARTIES:**

- a. The Contractor shall be responsible for maintaining adequate staffing. The Contractor shall provide a list of the staffing indicating title and duties.

b. The Contractor shall be responsible for maintaining the qualifications of their staff. This includes ensuring that all employees assigned to overseeing the transportation management services possess the required education, knowledge, experience, and character necessary to qualify them individually for the particular duties they perform.

c. The County shall provide all data, statistics and records, and arrange for the availability and cooperation of County staff members, to permit the Contractor to provide the contracted services as herein contemplated.

d. The County shall use its best efforts to implement such reasonable recommendations for changes in the transportation routing, and to work with the Contractor in the implementation of the electronic routing software known as preTran. It is understood that the foregoing is intended to provide the County with optimized transportation routes.

### 3. COST CONTROL

The Contractor shall be responsible for performing the following duties:

a. *Collection and Initialization of Software Routing Information.* Collection of current data necessary for the initialization of proprietary preTran routing and attendance tracking software (description of the software is attached as Appendix A). Data to be collected will include student and geographic information of the County and immediate surrounding areas. Further initialization will occur with addition of program provider sites, student pickup points and program bell times. Transportation corridors or Zones (geographic boundaries) become the basis for creating efficient routes.

b. *Start-up for Fall Session and Summer Session Computerized Vehicle Routing.* Contractor will utilize software reflecting transportation Zones to determine the least number of trips required for transportation of the student population to their assigned programs. Within the Zones, if and as established, the formulation of this trip determination exercise is completed; the trips will be combined so as to obtain the fewest routes (vehicles) appropriate to complete servicing within a given Zone.

c. *Ongoing Computerized Routing Review.* Both before and after each school session opening, the Contractor shall review with the County initial student information and changes (additions, deletions, address changes, etc.) to ensure timely reaction to transportation needs. Periodic ongoing review will take place to ensure continuous control as to the number of vehicles authorized for use.

d. *Student Data Maintenance.* The contractor will maintain a transportation database management system that relates to the reporting and routing requirements of the County's preschool program. The Contractor will provide the County with access to preTran transportation management database.

- i. The Contractor will maintain hard copies of student data relating to transportation and will provide edited and integrated computerized information to the County and program providers to ensure prompt receipt of revised information.
- ii. As student transportation requests or data are received by the Contractor, all information contained will be entered into the preTran student database. Editing tasks will be completed by the Contractor with communications required with programs, parents, and/or transporter. Periodic review will take place with the County regarding requests.
- iii. Specific data entry tasks include:
  - a. Batch and interactive data entry;
  - b. Extensive front-end editing functions;
  - c. Selective batch updates;
  - d. Selected partial updates to student records, without having to replace the entire database;
  - e. Comprehensive report generation and data entry.
- iv. The Contractor will produce reports containing student data as required by the County.

#### 4. BID SPECIFICATIONS

The Contractor shall be responsible for performing the following duties relative to the preparation of bid specification for transportation contracts:

a. *Comprehensive Routing Analysis.* Prior to the beginning of the initial (2016-17) school year term, the Contractor will build a logistical decision foundation by establishing a vehicle routing strategy upon the review of program destination points which can be serviced by one transportation provider. A preliminary analysis of the county's transportation environment will be conducted to provide the framework for preparing the content portion of the bid specifications.

- i. Based on past and current computerized routing analysis, the County is broken into "route corridors" which are further broken into tiers. Lower prices can be bid because the transporter does not have to presume every trip is from the furthest point in the "route corridor".
- ii. Based on this material, the comprehensive routing analysis and the provisions of the County's prior bid specifications will be reviewed by the Contractor. The Contractor will make recommendations for "bid sheets" and instructions for the bidders.

b. *Preparation of Transporter Bid Specifications.*

i. *First draft of Bid Specifications.* Simultaneously with the preliminary routing analysis, the Contractor will review documentation including written statements of program policies, complaint logs, and correspondence with the transporters and providers etc. The Contractor will interview administrative staff to establish transportation tolerances, quality concerns, unmet needs, local regulatory and geographic barriers and other matters to be considered for inclusion in the preliminary draft of the bid specifications. The Contractor will conduct interviews with current transportation providers to gather operational information.

ii. *Review and Approval of Transportation General Bid Specifications.* The Contractor will forward a preliminary draft of the proposed bid specifications to the County program staff, Law Department and Purchasing Department for review, comment and further recommendations. The Contractor will prepare a second draft after this initial review for approval of involved departments.

iii. *Pre-Bid Conference and Minutes.* The Contractor will attend and facilitate the pre-bid meeting, receiving questions from transporters before, during and subsequent to the pre-bid meeting, draft responses to those questions for the County's review and approval. Responses will be included in the "pre-bid minutes". The Contractor will draft formal amendments to the bid specifications if needed. The Contractor will be responsible for arranging the pre-bid meeting.

a. At the pre-bid meeting, the date for the bid opening will be determined. Subsequent to the pre-bid meeting, the Contractor will draft the meeting minutes with responses to the transporters' questions from before, during and after. Upon County approval of the minutes, the Contractor will be responsible for distributing minutes to the transporters with a secured copy of the bid specifications. The Contractor is responsible for any amendments to the bid specifications as required.

c. *Interim Bid Specifications.* In the event the County desires to issue a bid for a new or additional transportation service, to open the bid process more than once during this period, or to re-bid a portion of the transportation vendor services at any time, the Contractor will update the bid specifications initially drafted or prepare a supplemental document. In consultation with the County, a specific Zone or Zones might be re-bid in the event of an opening or closing of programs which would allow the combination of a single transporter's route. The Contractor will prepare an interim bid request for new sites as needed using the same procedures as those described above and will provide the County with written recommendations as to the lowest bidder.

## 5. VEHICLE INSPECTIONS/FIELD-SITE INSPECTIONS

The Contractor shall be responsible for vehicle inspections performed at randomly selected schools and/or transporter sites. This task will include:

- a. At the transporters' yards, obtaining evidence that vehicles comply with the applicable requirements of the New York State Department of Motor Vehicles, New York State Department of Transportation and the Vehicle and Traffic laws of the State of New York. In this regard, these audits look to determine that the vehicles have been properly registered and inspected and that all requirements are up to date.
- b. At the transporter's yards, obtaining evidence that drivers are properly licensed for the types of vehicles being driven, and are in compliance with New York State Department of Motor Vehicle and Department of Education "19A" requirements, including annual physicals, drug and alcohol testing, background checks (including State Child Abuse Registry), annual driving record review, annual behind the wheel driving test, and annual defensive driving (with children on board) evaluation.
- c. At the transporter's yards, obtaining evidence that monitors have been drug and alcohol tested annually and have had background checks (including State Child Abuse Registry).
- d. At the transporter's yards or program sites, confirming that the vehicles have suitable restraints for the children to be transported, that car seats are properly installed, clean and still approved for use.
- e. At the transporter's yards or program sites, confirming that the vehicles are carrying all safety equipment required for the type of vehicle and service provided and as specified in the County's contract(s) with the transporter.
- f. At the transporter's yards, obtaining evidence in vehicle DOT files that no re-grooved or recapped tires are on the vehicles.
- g. At the transporter's yards or program sites, confirming that an appropriate means of communication with the transporter's dispatch offices is present and operational on each vehicle.
- h. At program sites, observing that the drivers/monitors actively assist the children on and off the vehicles.
- i. At program sites, confirming that child safety restraints meet NYS guidelines and that the drivers and monitors know how to secure children in their required restraints and that the children are properly secured.
- j. At the program site, observing that the drivers and monitors refrain from eating or smoking on the vehicles.

k. At the program site, observing that, before leaving his or her seat, the driver has turned off the motor, set the transmission in park, set the auxiliary brake and removed the keys. The exception to this rule is that with respect to wheelchair vehicles, the motor must be left running to operate the ramp.

l. At the transporter's yards or program sites, confirming that all route sheets and documentation pertaining to child information be carried on each vehicle.

m. At program sites, observing whether the drivers or monitors appear to be in control of their vehicles and whether they appear to be resolving violations of good conduct and improper behavior on the part of the passengers without the use of force or fear.

n. All Contractor staff members who provide these services shall be specifically trained to look for these and other quality service matters. At times and as may be appropriate, "follow-along" inspections will be conducted to determine whether a specific vehicle is operating in accordance to all safety regulations as well as routing adherence.

## 6. POINT-OF-CONTACT SERVICE

a. The Contractor shall become an agent of the County in connection with communications between and among the provider programs, the County, the transporters and the parents with respect to transportation related matters that cannot be handled by the applicable transporter. The Contractor shall receive telephone calls and other communications from parents, program locations and periodically from the County related to schedule and locations changes. The Contractor shall receive transportation related questions and complaints made by or concerning the transportation services. The Contractor shall investigate the complaints or incidents, resolve differences, if possible, and report the incidents and resolutions to the County. In connection with this, the Contractor will log "serious" incidents and will file correspondence according to the topic.

b. All serious incidents shall be immediately brought to the attention of the appropriate County staff, and followed up with a written report of the findings of any investigation.

c. The Contractor shall maintain a procedure to be followed if a vehicle accident occurs at a time when any children are on board. This procedure involves ongoing contact between the Contractor, the transporter, the parents and the County. The Contractor shall remain a central source for information concerning the accident.

d. The Contractor staff shall be trained to respond to all calls in a professional manner, and to take action in accordance with New York State laws and regulations. The Contractor shall monitor the transporter's contractual obligations and limitations as they

relate to the children transported, and will advise the County of the transporter's contract requirements as requested and needed.

- e. **Point of Contact Office Hours of Operation:** The Contractor shall:
  - i. Staff an office beginning at 6:30 a.m. and in accordance with program calendars and session times.
  - ii. Have an answering service or messaging system in place seven days a week when staff is not available.
  - iii. During the summer months, if reduced schedules by schools/centers are in effect, the Contractor shall confer with the Health Department for mutually agreed upon hours of operation.
  - iv. In all circumstances, the Contractor shall not close its office at the end of the school day until it has been confirmed by the Transportation Contractor(s) that all children have been safely delivered to their designated or alternative drop-off points.

## 7. CONSULTATION SERVICE

The Contractor shall provide consultation services at the County's request.

## 8. INVOICE ASSISTANCE

The Contractor shall be responsible for performing the following duties:

- a. **Face Review of Driver Attendance Sheets (Logs).** The Contractor shall ensure that the transporters continue to report weekly attendance and deliver all attendance sheets to the Contractor for review and approval.
  - i. Upon the receipt of the attendance sheets, the Contractor will manually review each log to ensure that the transporter's name, program name, the route number and/or run number, the vehicle license plate number, the names of the driver and monitor and their signatures are shown on the attendance sheets. The Contractor shall ensure the name and pick up address of each child on the run is listed, as well as the time of applicable pick up and drop off at child locations. The Contractor shall ensure that the address of the program and time of applicable drop off and pickup from the program is shown.
  - ii. The Contractor shall make the County aware of children who are persistently absent in increments of 5, 10, 15 days reports.
- b. **Number of Vehicles.** On a monthly basis, the Contractor shall review the transporter's invoices, and compare the number of vehicles/routes shown on each invoice with the number of vehicles authorized. The Contractor shall review and resolve any differences with the transporters prior to the invoices being forwarded to the County for payment.



c. **Vehicles Days of service.** The Contractor shall maintain records concerning each school calendar and provide reminders to the transporters concerning days on which programs are closed.

i. The Contractor shall review the transporters' invoices on a monthly basis and determine whether the number of days a vehicle is shown on the invoice is consistent with the number of days the attendance sheet shows that the vehicle was in operation. In addition, if child absences on a given day result in low occupancy, the Contractor shall evaluate and consolidate those vehicles through routing, so that fewer vehicles and/or vehicle days of service should be required.

**9. FEES**

Service	Required	
	Annual	Per Occurrence
<b>Cost Control</b>		
Start-up Computerized Routing (Fall)	\$40,000	
Start-up Computerized Routing (Summer)	\$17,000	
Ongoing Computerized Routing Review	\$16,800	
Field Testing of Routes	-0-	
Student Data Maintenance	\$12,000	
Subtotal	\$85,800	-0-

<b>Bid Specifications (start of 2016-17 term)</b>		
Comprehensive Routing Analysis		\$12,000
Preparation of Transporter Bid Specifications (draft, review and approval)		\$ 6,500
Pre-bid Conference and Minutes		\$ 5,000
Interim bid Specifications -- as needed		\$ 1,000
Subtotal	-0-	\$24,500

<b>Vehicle Inspections/Field Inspections</b>	\$33,600	
<b>Point of Contact Service</b>	\$30,000	
<b>Consultation Service (Est. 20 hrs/annual)</b>		\$4,000
Subtotal	\$63,600	\$4,000

Service	Required	
	Annual	Per Occurrence
<b>Invoice Assistance</b>		
Face Review of Driver Attendance Sheets	\$12,000	
Number of Vehicles	-0-	
Vehicle Days of Service	\$ 6,000	
Subtotal	\$18,000	-0-
<b>Total</b>	<b>\$167,400</b>	<b>\$28,500</b>

a. Dollar amounts shown above are for Year One (2016-17) only. **The Total Year One estimate is \$195,900.**

b. With respect to the prices shown on this and the preceding page, upon the commencement of each year of the Contract after the first year, and at the commencement of each option period, if any, the sums to be paid to the Contractor shall be increased by an amount equal to the increase in the consumer price index ("CPI") as calculated by the US Department of Labor, Bureau of Labor Statistics (as shown on the internet at [www.bls.gov](http://www.bls.gov), and listed under "Northeast Region All Items, Not Seasonally Adjusted—12 Month Percent Change") as of the first day of the month in which the County exercises its option, or two and one-half (2½%) percent, whichever is less.

b. Based on the above, the annual estimated amount for Year Two (August 1, 2017 – July 31, 2018) is \$175,585. ( $\$167,400 + 2.5\% = \$171,585$  plus \$4,000 consultation fees). **The Total Year Two estimate is \$175,585.**

c. The estimate for Year Three (August 1, 2018-July 31, 2019) is \$179,875. ( $\$171,585 + 2.5\% = \$175,875$  plus \$4,000 consultation fees). **The Total Year Three estimate is \$179,875.**

d. **The total for all three years is estimated to be \$551,360.**

i. **Payment:**

a. The fee shall be paid in equal monthly installments, and shall be paid promptly after the last day of each month, upon the County's receipt of the Contractor's invoice together with the voucher(s) required by the County.

b. The fee for Bid Specifications shall be paid promptly after the opening of the transporter bids, upon the County's receipt of the Contractor's invoice together with the County voucher.

**10. TERMINATION**

a. **BY CONTRACTOR:** Should the Contractor request termination of this contract, a written notice of any such termination shall be provided to the County by the Contractor not less than ninety (90) days prior to the intended effective date of such

action. In the event of such termination, the parties shall adjust the accounts due and the Contractor shall undertake no additional expenditures not already required.

b. **BY COUNTY:** This contract may be terminated at any time by the County upon ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this contract, the County may terminate the contract effective upon written notice at any time. Furthermore, should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Contract, the County shall have the option to immediately terminate this Contract upon providing written notice to the Contractor. In such event, the County shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

## 11. CONFIDENTIALITY

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by law or by written consent of the child's representative. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this contract. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this contract in conformity with the provisions of applicable Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this contract.

## 12. INSURANCE

The Contractor shall maintain a professional liability policy and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor agrees to have the County named as an "additional insured," on a "primary, non-contributory basis, as its interests may appear" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore. The County reserves the right to require Contractor to provide insurance policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

### 13. INDEMNIFICATION

The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Contractor or its agents, contractors, subcontractors, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Contractor or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of this contract.

### 14. INDEPENDENT CONTRACTOR STATUS

a. It is expressly agreed that the relationship of the Contractor to the County shall be that of an Independent Contractor. The Contractor shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

b. Contractor warrants and represents that he or she is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

c. The Contractor shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

d. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.

e. Contractor shall be solely responsibility for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or

social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

f. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

h. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

## 15. PERFORMANCE OF SERVICES

a. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the County. Contractor shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.

b. Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. Contractor shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations. Contractor shall expressly advise the Assistants of the terms of this Agreement.

c. Contractor acknowledges and agrees that Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

d. Contractor shall inform the County within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. Contractor maintains the right to do so at any time, and County maintains the right to contract with other individuals or entities to perform the same services.

**16. EXPENSES**

Contractor is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

**17. TRAINING**

Contractor shall not be required to attend or undergo any training by the County, other than those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein, Contractor shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

**18. ADVICE OF COUNSEL**

Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

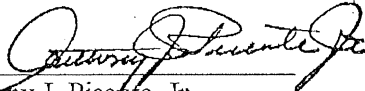
**19. ENTIRE AGREEMENT**

The terms of this contract, the attached Oneida County Addendum, and any other attachments, amendments, addendums or appendixes attached hereto, are deemed incorporated herein in their entirety and constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this contract. No wavier, alterations or modifications of and provisions of this contract shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below written.

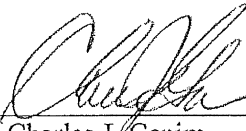
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ONEIDA COUNTY

BY:   
Anthony J. Picente, Jr.  
Oneida County Executive

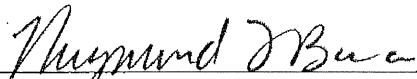
DATE: 10/19/16

THE VMC GROUP, INC.

BY:   
Charles J. Ganim  
Chief Executive Officer

DATE: 8/4/16

APPROVED:

BY:   
Raymond F. Bara  
Assistant County Attorney

ADDENDUM

THIS ADDENDUM, entered into on this 29<sup>th</sup> day of July 2010, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, and thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

**1. Executory or Non-Appropriation Clause.**

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:



1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
  - d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance program; and
    4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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d. **Drug-Free Workplace (Contractors who are individuals).** As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

**4. Health Insurance Portability and Accountability Act (HIPPA).**

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Workers' Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**8. Wage and Hours Provisions.**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department.

Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an

office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

**11. Identifying Information and Privacy Notification.**

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**14. Prohibition on Purchase of Tropical Hardwoods.**

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

**15. Compliance with New York State Information Security Breach and Notification Act.**

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

**16. Gratuities and Kickbacks.**

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.



b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

#### **18. Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

## preTran – Pre-School Transportation Management Software

preTran is a routing system developed by VMC Group Inc. to meet the specific needs of pre-school and early intervention transportation. By managing students, programs and transporters the system is able to provide the following:

- Keep transportation costs down by providing routing functionality
- Manage communications between Parents, Programs and Transporters allowing VMC to efficiently fulfill point of contact requirements.
- Manage Student Attendance and Transportation Costs which allows for cost/student reports required for state reimbursement along with the information required for invoice reconciliation.

Note: All children's names used below in the sample screen, tables, and reports are fictional.

## Student Information

### Features:

- Student Information
  - Inquire by last name, first name, street address, zip or phone
  - Maintain information require for point of contact
  - Maintain special needs information (i.e. wheelchair, air, 1:1 aid)
  - Maintain if student is Medicaid reimbursement
  - Maintain if student is EI
  - Maintain if student is protected (do not release to)
  - Maintain student date of birth
  - Ability to assign pickup/drop-off addresses based on day of week
  - Ability to default to home address
- Transportation Information
  - Ability to assign multiple transportation records. This allows for setup of future transportation requirements.
  - Two sets of in/out runs are maintained. The first are program runs which are used to for bus costing and student reimbursement. The second are active runs which are used for optimization, mapping and creation of right left sheets.
  - Ability to assign days of week transportation is required
  - Ability to assign start/end dates

The image shows a form with several sections. The top section is titled 'STUDENT INFORMATION' and contains fields for name, address, and contact information. Below this are sections for 'PROGRAM INFORMATION', 'SCHEDULE', and 'ATTENDANCE'. The bottom section is a table with columns for dates and attendance status.

DATE	STATUS	STATUS	STATUS	STATUS	STATUS	STATUS	STATUS	STATUS	STATUS
01/13/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/14/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/15/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/16/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/17/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/18/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/19/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/20/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/21/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/22/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/23/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/24/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/25/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/26/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/27/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/28/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/29/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/30/00	AM	PM	AM	PM	AM	PM	AM	PM	AM
01/31/00	AM	PM	AM	PM	AM	PM	AM	PM	AM

## Student Attendance

### Features:

- Inquire attendance records by name, route or program
- Flag daily attendance via user maintainable codes. (i.e. 'X'-full 'V'-AM 'P'-PM 'O'-off H-Holiday 'N'-No Show)
- Auto fill student row based on days selected, start/end date and reported holidays (This makes sure the student is not being charged transportation costs on days they are not scheduled for program)
- Information is basis for
  - state reimbursement
  - parent mileage reimbursement
  - attendance reporting
    - Cost / child
    - Total full days
    - Total half days



## Point of Contact Communication System

### Features:

Manages and logs communications between county and

- Students/Parents
  - Cancellations
  - Alternate Pick-up/Drop-off
  - Incident Report
- Programs
  - Incident Reports
  - Late Arrival / Pickup
- Transportation Providers
  - Incident Reports
  - Complaint/Non-Compliance Report
  - Field Inspection Follow-ups

### Reporting

Communication log by day

Communication log by type

Communication log by contact

Communication by priority

Unresolved Issues

Email critical communication issues need-to-know county personnel

Communications Inquiry

1	Conduct	2/27/2008	12:00PM	ARC	FIRST STUDENT	KATHY JONES	
2	Complai	2/27/2008	0:00AM	ARC	FIRST STUDENT	OWNE CRIM	

Communications Detail

Run class 12 load backs with gates down at 8:26 on 2/27/2008 at Westfield east bus road

Date: 2/27/2008  
 Time: 08:15  
 Location: GLOBAL  
 Person: FIRST STUDENT  
 Agency: ARC  
 Time: 12:00AM  
 Date: 2/27/2008 12:00AM  
 Agency: ARC  
 Name: TOM JONES  
 Name: MARY SMITH  
 Name: OWNE CRIM  
 Name: WJON  
 Contact: 656-255-5555

2/27/2008	09:47	ARC	Called First Student with complaint





Sessions: Programs at program providers

Features:

- Assign in/out times to session
- Assign Transporter to Session (can be assigned at run for sessions with more than one transporter)

PROGRAM	START TIME	END TIME	TRANSPORTER	LOCATION
DEO POOH CORNORS	8:00 AM	1:00 PM	065 640 AS 1 00 PM	GATEWAY
DEO POOH CORNORS	9:00 AM	10:30 AM	078 840 AS 10:30 AM	GATEWAY
DEO POOH CORNORS	9:00 AM	11:30 AM	068 8 00 AS 11:30 AM	GATEWAY
DEO SCHUY DAY NURSERY	10:30 AM	11:45 AM	007 1030 AS 11:45 AM	NORTHLAND
DEO SCHUY DAY NURSERY	11:00 AM	12:45 PM	007 11 00 AM 12:45 PM	NORTHLAND
DEO SCHUY DAY NURSERY	6:30 AM	11:00 AM	007 6:30 AM 11:00 AM	NORTHLAND
DEO SCHUY DAY NURSERY	8:30 AM	12:30 PM	007 8:30 AM 12:30 PM	NORTHLAND
CLOVER PATCH CLEM MILLS	10:30 AM	3:00 PM	021 10:30 AM 3:00 PM	NORTHLAND
CLOVER PATCH CLEM MILLS	11:00 AM	3:00 PM	021 11:00 AM 3:00 PM	NORTHLAND
CLOVER PATCH CLEM MILLS	12:45 PM	3:00 PM	020 12:45 PM 3:00 PM	NORTHLAND
CLOVER PATCH CLEM MILLS	8:00 AM	1:00 PM	020 8:00 AM 1:00 PM	NORTHLAND
CLOVER PATCH CLEM MILLS	9:00 AM	11:30 AM	020 9:00 AM 11:30 AM	NORTHLAND

Runs:

Features:

- Assign Run Name
- Assign Program
- Assign Transporter
- Assign Type (AMIN, AMOUT, MIDIN, MIDOUT, PMIN, PMOUT)
- Assign bell time for run

The screenshot shows a window titled "RUNS" containing a table with columns for Run ID, Run Name, Program, Transporter, Type, and Time. The table lists 15 runs with various assignments.

Run ID	Run Name	Program	Transporter	Type	Time
000.016	000	GATEWAY	AMIN	01	8:00 AM
000.017	000	GATEWAY	AMOUT	01	10:00 AM
000.018	000	GATEWAY	PMOUT	01	1:00 PM
000.019	000	GAYENNY	PMOUT	02	11:30 AM
000.020	000	NORTHLAND	AMIN	02	8:00 AM
000.021	000	NORTHLAND	AMOUT	01	11:00 AM
000.022	000	NORTHLAND	PMOUT	02	1:00 PM
000.023	000	NORTHLAND	AMIN	03	11:00 AM
000.024	000	NORTHLAND	AMOUT	03	8:00 AM
000.025	000	NORTHLAND	PMOUT	03	1:00 PM
000.026	000	NORTHLAND	AMIN	03	11:30 AM
000.027	000	NORTHLAND	AMOUT	03	1:00 PM
000.028	000	NORTHLAND	PMOUT	03	3:00 PM
000.029	000	NORTHLAND	AMIN	07	8:00 AM
000.030	000	NORTHLAND	AMOUT	07	1:00 AM
000.031	000	NORTHLAND	AMIN	09	8:00 AM

Routes: A group of runs that a bus will service (ex. AM/MID/PM = Route)

Features:

View runs by route

Assign runs to route

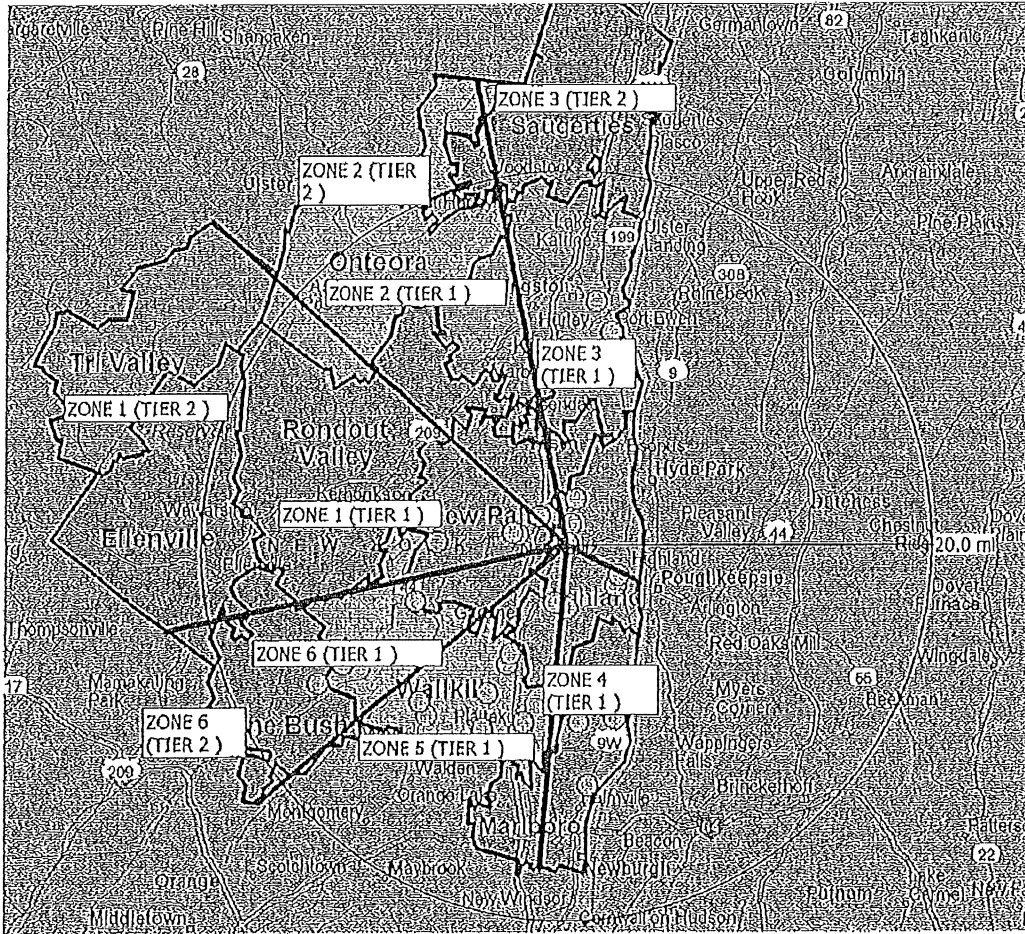
Assign costs to runs on route from transporter invoices

The screenshot displays a software window titled "Route Management". The window contains a table with the following columns: "Route", "Run", "Cost", "Status", "Date", "Time", "Location", "Type", "Priority", "Frequency", "Duration", "Notes", and "Actions". The table lists several routes, including "AM", "MID", and "PM", with associated runs and costs. The "Cost" column shows values such as 1.50, 2.00, 3.00, and 4.00. The "Status" column shows values like "Active" and "Inactive". The "Date" column shows values like "01/01/2000". The "Time" column shows values like "08:00". The "Location" column shows values like "Downtown". The "Type" column shows values like "Bus". The "Priority" column shows values like "High". The "Frequency" column shows values like "Daily". The "Duration" column shows values like "30 min". The "Notes" column contains various text entries. The "Actions" column contains icons for editing and deleting records.

Route	Run	Cost	Status	Date	Time	Location	Type	Priority	Frequency	Duration	Notes	Actions
AM	01	1.50	Active	01/01/2000	08:00	Downtown	Bus	High	Daily	30 min	AM Run 1	[Edit] [Delete]
MID	02	2.00	Inactive	01/01/2000	12:00	Midtown	Bus	Medium	Weekly	45 min	MID Run 2	[Edit] [Delete]
PM	03	3.00	Active	01/01/2000	18:00	Uptown	Bus	High	Daily	30 min	PM Run 3	[Edit] [Delete]
AM	04	4.00	Active	01/01/2000	08:00	Downtown	Bus	High	Daily	30 min	AM Run 4	[Edit] [Delete]
MID	05	2.50	Inactive	01/01/2000	12:00	Midtown	Bus	Medium	Weekly	45 min	MID Run 5	[Edit] [Delete]
PM	06	3.50	Active	01/01/2000	18:00	Uptown	Bus	High	Daily	30 min	PM Run 6	[Edit] [Delete]
AM	07	4.50	Active	01/01/2000	08:00	Downtown	Bus	High	Daily	30 min	AM Run 7	[Edit] [Delete]
MID	08	3.00	Inactive	01/01/2000	12:00	Midtown	Bus	Medium	Weekly	45 min	MID Run 8	[Edit] [Delete]
PM	09	4.00	Active	01/01/2000	18:00	Uptown	Bus	High	Daily	30 min	PM Run 9	[Edit] [Delete]
AM	10	5.00	Active	01/01/2000	08:00	Downtown	Bus	High	Daily	30 min	AM Run 10	[Edit] [Delete]

### Zoning/Tiering Capabilities

Using the preTran software system, VMC is able to partition (“zone”) a county in several ways, and create transportation “tiers” within the zones. The recommendations as to the manner of zoning and tiering are made after using preTran to create several alternative routing scenarios. As shown above, the zones are created based on historic records of student population with consideration given to natural boundaries. The zoning possibilities are then presented in a visual format, as follows:



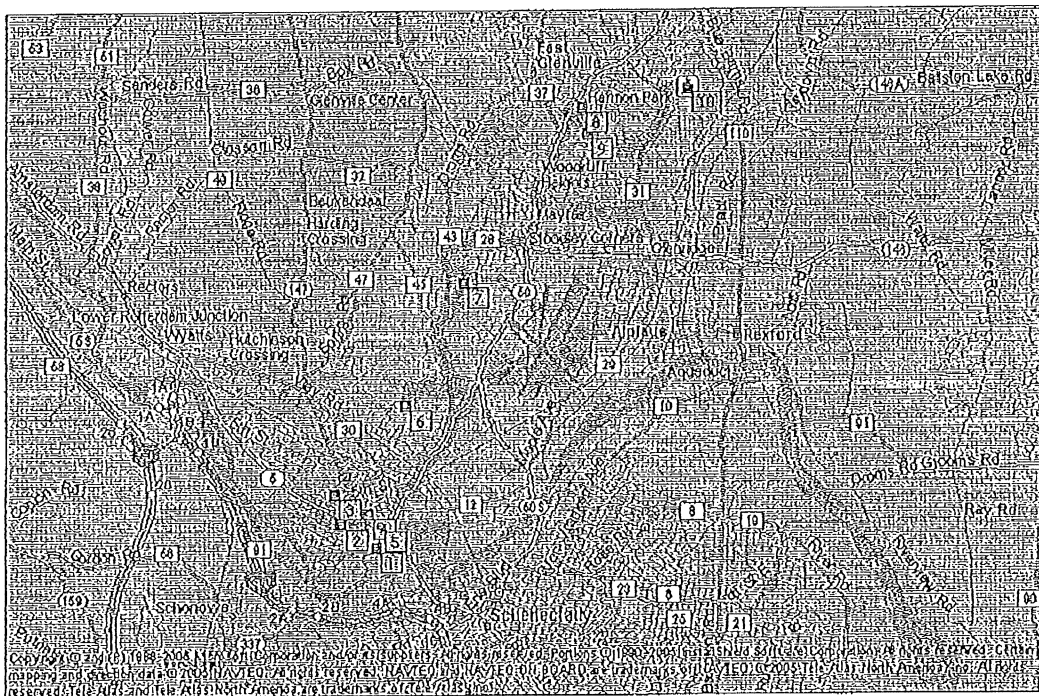


*Routing Visualizations/Driver Directions*

When the partitioning (zoning) process is determined, preTran can provide with the zones, visual and written identifications of the routes created within each zone. Following is a sample "route map" and the driver directions for following the route.

From: S020.01A LastName,FirstName To: CLOVER PATCH-GLENVILLE

Driving Distance: 12.0 miles Time: 59 minutes



Time	Distance	Instruction
8:00 AM	0.0	1 Depart S020.01A LastName,FirstName [141 Sanders Ave, Schenectady, NY 12302] on Sanders Ave (West) for 0.2 mi
8:01 AM	0.2	Turn RIGHT (North) onto Wyman St, then Immediately turn LEFT (West) onto Glen Ave for 0.3 mi
8:03 AM	0.5	2 At S020.01A LastName,FirstName [342 Glen Ave, Schenectady, NY 12302], stay on Glen Ave (West) for 0.2 mi
8:03 AM	0.7	Turn RIGHT (North) onto (S) Toll St for 0.3 mi
8:05 AM	1.0	3 Arrive S020.01A LastName,FirstName [125 N Toll St, Schenectady, NY 12302]
8:08 AM	1.0	Depart S020.01A LastName,FirstName [125 N Toll St, Schenectady, NY 12302] on N Toll St (North-East) for 0.2 mi
8:08 AM	1.2	Turn RIGHT (South) onto SR-147 [Sacandaga Rd] for 0.4 mi
8:09 AM	1.5	Turn LEFT (East) onto 1st St for 164 yds
8:10 AM	1.6	4 Arrive S020.01A LastName,FirstName [327 1st St, Schenectady, NY 12302]
8:13 AM	1.6	Depart S020.01A LastName,FirstName [327 1st St, Schenectady, NY 12302] on 1st St (West) for 164 yds
8:13 AM	1.7	Turn LEFT (South) onto SR-147 [Sacandaga Rd], then Immediately turn LEFT (East) onto James St for 0.3 mi
8:15 AM	2.0	5 Arrive S020.01A LastName,FirstName [210 James St, Schenectady, NY 12302]
8:18 AM	2.0	Depart S020.01A LastName,FirstName [210 James St, Schenectady, NY 12302] on James St (South-East) for 0.1 mi
8:18 AM	2.1	Turn LEFT (North) onto SR-50 [N Ballston Ave] for 1.7 mi
8:22 AM	3.9	Turn LEFT (West) onto Horstman Dr for 0.6 mi
8:24 AM	4.5	Turn RIGHT (North-West) onto Glenview Dr, then Immediately turn LEFT (South) onto Vista Rd for 0.3 mi
8:25	4.8	Turn RIGHT (North-West) onto Red Coach Dr for 65 yds

AM		
8:26 AM	4.8	6 Arrive S020.01A LastName,FirstName [5 Red Coach Dr, Schenectady, NY 12302]
8:29 AM	4.8	Depart S020.01A LastName,FirstName [5 Red Coach Dr, Schenectady, NY 12302] on Red Coach Dr (East) for 54 yds
8:29 AM	4.8	Turn LEFT (North) onto Vlista Rd for 0.2 mi
8:30 AM	5.0	Turn RIGHT (East) onto Glenview Dr, then immediately turn LEFT (North-East) onto Horstman Dr for 0.5 mi
8:32 AM	5.5	Turn LEFT (North) onto CR-43 [Swaggertown Rd] for 1.0 mi
8:34 AM	6.5	Turn RIGHT (East) onto Weise Rd for 0.2 mi
8:35 AM	6.6	Turn LEFT (North) onto Lorelei Ln for 0.2 mi
8:36 AM	6.8	7 Arrive S020.01A LastName,FirstName [10 Lorelei Ln, Schenectady, NY 12302]
8:39 AM	6.8	Depart S020.01A LastName,FirstName [10 Lorelei Ln, Schenectady, NY 12302] on Lorelei Ln (North) for 174 yds
8:39 AM	6.9	Turn LEFT (West) onto Harlau Dr for 0.2 mi
8:40 AM	7.1	Turn RIGHT (North) onto CR-43 [Swaggertown Rd] for 0.4 mi
8:41 AM	7.5	Turn RIGHT (East) onto CR-28 [Van Buren Rd] for 0.8 mi
8:43 AM	8.3	Turn LEFT (North) onto SR-50 [Saratoga Rd] for 1.6 mi
8:47 AM	9.9	Turn RIGHT (East) onto Saratoga Dr for 120 yds
8:47 AM	10.0	8 Arrive S020.01A LastName,FirstName [10 Saratoga Dr, Schenectady, NY 12302]
8:50 AM	10.0	Depart S020.01A LastName,FirstName [10 Saratoga Dr, Schenectady, NY 12302] on Saratoga Dr (West) for 109 yds
8:50 AM	10.0	Turn LEFT (South) onto SR-50 [Saratoga Rd] for 0.1 mi



8:51 AM	10.1	Turn LEFT (East) onto CR-20 [Pashley Rd] for 0.3 mi
8:52 AM	10.4	9 Arrive S020.01A LastName,FirstName [51 Pashley Rd, Schenectady, NY 12302]
8:55 AM	10.4	Depart S020.01A LastName,FirstName [51 Pashley Rd, Schenectady, NY 12302] on CR-20 [Pashley Rd] (South-East) for 0.6 mi
8:57 AM	11.1	Road name changes to Hetcheltown Rd for 0.7 mi
8:58 AM	11.7	Turn RIGHT (East) onto Helpinghand Ln for 0.3 mi
9:00 AM	12.0	10 Arrive CLOVER PATCH-GLENVILLE [55 Helping Hand Ln, Schenectady, NY 12302]

## Sample Reports

preTran uses the industry reporting standard, crystal reports. This allows for easy, cost effective creation of reports and for users who have a crystal reports license, the ability to create custom reports as needed.

### Child Bus Run Report

Shows student information by run along with estimated pickup/drop-off times

### Student by Program by Session Report

Shows Students with their runs group by programs / sessions

### Session by Program Reports

Shows Sessions for Each Program Provider

### Transportation Field Inspection Report

Show data collected from field inspection

# Children's Bus Run Report

2006/2007 School Year

Name	Street/Town	Runs/Route	Phone	Parents
<b>Sample Reports</b>				
n 001.52A XXXXXX XXXXXXXX DOB: 2/12/05 el: Yes	home- 391 WASHINGTON AVE ALBANY pickup- HOME dropoff- HOME	p- 001.52A 8:43:34 AM d- 001.52MO 11:45:13 AM notes-	h- o-	parents- emerg-
XXXXXX XXXXXXXX DOB: 11/10/04 el: Yes	home- 17 SPRINGS RD ALBANY pickup- 17 SPRING ST ALBANY dropoff- 17 SPRING ST ALBANY	p- 001.52A 8:41:42 AM d- 001.52MO 11:50:49 AM notes-	h- 651-0785 o-	parents- VICTORIA emerg- LISA GONZALEZ- 729-3778
XXXXXX XXXXXXXX DOB: 4/27/05 el: Yes	home- 110 YARDBORO AVE ALBANY pickup- HOME dropoff- HOME	p- 001.52A 9:02:18 AM d- 001.52MO 11:27:21 AM notes-	h- 438-4627 o-	parents- MONICA HARRIS emerg- STEVE HARRIS-465- 9121
XXX XXXXXXXX DOB: 9/22/04 el: Yes	home- 123 MADISON AVE ALBANY pickup- HOME dropoff- HOME	p- 001.52A 8:51:18 AM d- 001.52MO 11:38:08 AM notes- PU DO HOME	h- 465-0685 o- CELL# 331- 7777	parents- TESKISHAL MILES/FRED WINNIE emerg- CANDICE MILLER 469-0950

8/8/2007

## Sessions

### BFG-POOH CORNORS

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006 9:00 AM-1:00 PM  
006 9:00 AM-11:30 AM  
006 9:00 AM-10:30 AM

### BEG-SCH'DY-DAY NURSERY

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007 8:30 AM-12:30 PM  
007 10:30 AM-11:45 AM  
007 11:00 AM-12:30 PM  
007 8:30 AM-11:00 AM

### BEG-ST ANTHONY

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058 9:00 AM-1:00 PM

### CHILD PROG. RES. CNTR

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067 8:30 AM-1:30 PM  
067 8:30 AM-12:00 PM  
067 1:00 PM-4:30 PM  
067 1:00 PM-3:30 PM  
067 12:30 PM-4:00 PM  
067 8:30 AM-12:30 PM

### GLOVER PATCH-GLENVILLE

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020 9:00 AM-2:00 PM  
020 12:30 PM-3:00 PM  
020 9:00 AM-11:30 AM  
020 8:30 AM-1:00 PM  
020 9:00 AM-3:00 PM  
020 11:30 AM-3:00 PM  
020 11:30 AM-3:00 PM

2/27/2008

### Transportation Field Inspection Report

Date	Facility	Session	Field Tech	Notes
02/27/2008	Clinton	9:00 AM	Bob	Test

Veh #	888	In Compliance	Yes	Late Arrival	No	no Seat Belt Cutter	No
Route	888	Rte Shown	No	no Fire Ext	No	No Fire Blanket	No
Driver	888	Aid on Bus	No	No Photo Id	No	no Triangles	No
Aid	888	Unuauth Passenger	No	no Radio	No	Comment	

Veh #	175	In Compliance	No	Late Arrival	Yes	no Seat Belt Cutter	Yes
Route	003	Rte Shown	No	no Fire Ext	Yes	No Fire Blanket	No
Driver	dave	Aid on Bus	Yes	No Photo Id	No	no Triangles	No
Aid		Unuauth Passenger	Yes	no Radio	Yes	Comment	

preTran Technical Specifications

Development Platform	Microsoft Visual Studio 2003 (VB.NET)
Data Platform	Microsoft SQL Server 2000
Mapping Platform	Microsoft Mappoint 2006
Reporting Platform	Crystal Reports XI
*Integration is achieved using mappoint and crystal reports API	* full information on each product is available on the Microsoft & Crystal Reports Web Site

preTran is currently running on the following configurations

	<i>Server</i>	<i>Client</i>
Client Server	Windows 2003	Windows XP
		Windows 2000
Terminal Services	Windows 2003	Windows XP
		Windows 2000
		Thin client
		Vista
Stand-Alone	N/A	Windows XP
		Windows 2000
Hosted Service (Server at VMC)	Windows 2003	Windows XP
		Windows 2000
		Thin client
		Vista

## ONEIDA COUNTY BOARD OF LEGISLATORS

### RESOLUTION NO. 290

INTRODUCED BY: Messrs. Paparella, Porter  
2ND BY: Mr. Joseph

RE: APPROVAL OF AN AGREEMENT BETWEEN ONEIDA COUNTY, THROUGH ITS HEALTH DEPARTMENT, AND THE VMC GROUP, INC.

WHEREAS, This Board is in receipt of an Agreement between Oneida County, through its Department of Health, and The VMC Group, Inc. for an estimated amount of \$551,360.00 to provide transportation management and consulting services for the transportation of preschool/early intervention children to and from each child's childcare location and special services or program. Said Agreement also includes costs for the vendor to prepare and manage the Public Bid process for transportation service providers on behalf of Oneida County, and

WHEREAS, The Agreement shall be effective August 1, 2016 and shall terminate on July 31, 2019, with the County having the option to extend the Agreement for a maximum of two (2) one (1) year terms, conditioned upon the continued availability of Federal and/or New York State funds for the purposes set forth in the Agreement, and

WHEREAS, In accordance with Oneida County Charter Section 2202, said amendment must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators authorizes and approves an Agreement between Oneida County, through its Health Department, and The VMC Group, Inc.

APPROVED: Health and Human Services Committee (October 5, 2016)  
Ways & Means Committee (October 12, 2016)

DATED: October 12, 2016

Adopted by the following vote:  
AYES 20 NAYS 0 ABSENT 3 (Flisnik, Miller, Hendricks)

**TRANSPORTATION MANAGEMENT SERVICES AGREEMENT  
BETWEEN THE COUNTY OF ONEIDA AND THE VMC GROUP, INC.**

This Agreement, by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, through its Health Department, located at 185 Genesee Street, Utica, New York 13501, hereinafter collectively referred to as the "County," and The VMC Group, Inc., a domestic business corporation with its principal executive office located at 1650 Sycamore Avenue, Bohemia, New York 11716, hereinafter referred to as the "Contractor."

**WITNESSETH**

**WHEREAS**, pursuant to New York State Education Law, Section 4410, Public Health Law Section 2559-1, and under Title 110-A of Article 25 of the Public Health Law, Part 69 of Subchapter H of Chapter 11 of Title 10, Health, the County is required to transport certain children under five years of age with handicapping conditions from their respective childcare locations to special services or programs and return, and

**WHEREAS**, the County recognizes that advantages may result from certain Transportation Management and/or Consulting Services (collectively, "TMS Services"); and

**WHEREAS**, the Contractor is engaged in the business of providing TMS Services to municipal governments; and

**WHEREAS**, the Contractor covenants that it possesses or can make available all necessary qualified personnel and expertise to perform, or have performed, the TMS Services required pursuant to the terms of this Agreement; and

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**I. TERM OF AGREEMENT**

- A. This Agreement shall become effective August 1, 2019 and shall terminate on July 31, 2020.
- B. The County shall have the option to extend this Agreement for a maximum of one (1) additional term of (1) year, conditioned upon the continued availability of Federal and/or New York State funds for the purpose set forth in this Agreement.

**II. RESPONSIBILITIES OF THE PARTIES:**

- A. The Contractor shall be responsible for maintaining adequate staffing to properly perform the TMS Services described herein. The Contractor shall provide to the



County a list indicating title and duties of all staff who perform the TMS Services pursuant to this Agreement.

- B. The Contractor shall be responsible for maintaining the qualifications of their staff. This includes ensuring that all employees assigned to providing the TMS Services possess the required education, knowledge, experience, and character necessary to qualify them individually for the particular duties they perform.
- C. The County shall provide all data, statistics and records, and arrange for the availability and cooperation of County staff members, to permit the Contractor to provide the TMS Services as herein contemplated.

### III. SCOPE OF SERVICES

#### A. DATA COLLECTION AND VEHICLE ROUTING

1. ***Student Data Maintenance.*** The Contractor shall maintain its proprietary routing and attendance tracking software called preTran that relates to the reporting and routing requirements of the County's preschool program ("hereinafter called "preTran").
2. ***Collection and Initialization of Software Routing Information.*** The Contractor shall collect all data necessary for the initialization of preTran. Data to be collected shall include student and geographic information of the County and immediate surrounding areas. Further initialization will occur with addition of program provider sites, student pickup points and program bell times. Transportation corridors or geographic boundaries (hereinafter, "Zones") become the basis for creating efficient routes.
3. ***Start-up for Fall Session and Summer Session Computerized Vehicle Routing.*** The Contractor shall utilize preTran and Zones to determine the least number of trips required for transportation of the student population to their assigned programs. Within the Zones, if and as established, the formulation of this trip determination exercise is completed; the trips will be combined so as to obtain the fewest routes (vehicles) appropriate to complete servicing within a given Zone.
4. ***Ongoing Computerized Routing Review.*** Both before and after each school session opening, the Contractor shall review with the County initial student information and changes (additions, deletions, address changes, etc.) to ensure timely reaction to transportation needs. Periodic ongoing review will take place to ensure continuous control as to the number of vehicles authorized for use.
5. The Contractor shall maintain hard copies of student data relating to student transportation and attendance and shall provide such edited and integrated

computerized information to the County and program providers to ensure prompt receipt of revised information.

6. As student transportation requests or data are received by the Contractor, all information contained shall be entered into preTran. When necessary, the Contractor shall add or update student information in preTran and communicate such data to the required programs, parents, and/or transporter. Periodic review shall take place with the County regarding requests.
7. The Contractor shall produce reports containing student data as required by the County.

**B. VEHICLE INSPECTIONS/FIELD-SITE INSPECTIONS**

1. The Contractor shall be responsible for vehicle inspections performed at randomly selected schools and/or transporter sites.
  - a. At the transporters' yards such inspections shall include:
    - i. Obtaining evidence that vehicles comply with the applicable requirements of the New York State Department of Motor Vehicles, New York State Department of Transportation and the Vehicle and Traffic laws of the State of New York. In this regard, these audits look to determine that the vehicles have been properly registered and inspected and that all requirements are up to date.
    - ii. Obtaining evidence that drivers are properly licensed for the types of vehicles being driven, and are in compliance with New York State Department of Motor Vehicle and Department of Education "19A" requirements, including annual physicals, drug and alcohol testing, background checks (including State Child Abuse Registry), annual driving record review, annual behind the wheel driving test, and annual defensive driving (with children on board) evaluation.
    - iii. Obtaining evidence that bus monitors have been drug and alcohol tested annually and have had background checks (including State Child Abuse Registry).
    - iv. Obtaining evidence in vehicle DOT files that no re-grooved or recapped tires are on the vehicles.
  - b. At the transporters' yards or program sites, such inspections shall include:
    - i. Confirming that the vehicles have suitable restraints for the children to be transported, that car seats are properly installed, clean and still approved for use.

- ii. Confirming that the vehicles are carrying all safety equipment required for the type of vehicle and service provided and as specified in the County's contract(s) with the transporters.
  - iii. Confirming that an appropriate means of communication with the transporter's dispatch offices is present and operational on each vehicle.
  - iv. Confirming that all route sheets and documentation pertaining to child information be carried on each vehicle.
- c. At program sites such inspections shall include:
- i. Observing that the drivers/monitors actively assist the children on and off the vehicles.
  - ii. Confirming that child safety restraints meet New York State guidelines and that the drivers and monitors know how to secure children in their required restraints and that the children are properly secured.
  - iii. Observing that the drivers and monitors refrain from eating or smoking on the vehicles.
  - iv. Observing that, before leaving his or her seat, the driver has turned off the motor, set the transmission in park, set the auxiliary brake and removed the keys. The exception to this rule is that with respect to wheelchair vehicles, the motor must be left running to operate the ramp.
  - v. Observing whether the drivers or monitors appear to be in control of their vehicles and whether they appear to be resolving violations of good conduct and improper behavior on the part of the passengers without the use of force or fear.
2. All Contractor staff members who perform these inspections shall be specifically trained to look for these and other quality service matters. At times and as may be appropriate, "follow-along" inspections will be conducted to determine whether a specific vehicle is operating in accordance to all safety regulations as well as routing adherence.

### **C. POINT-OF-CONTACT SERVICE**

1. The Contractor shall become an agent of the County in connection with communications between and among the provider programs, the County, the

transporters and the parents with respect to transportation related matters that cannot be handled by the applicable transporter. The Contractor shall receive telephone calls and other communications from parents, program locations and periodically from the County related to schedule and locations changes. The Contractor shall receive transportation related questions and complaints made by or concerning the TMS Services. The Contractor shall investigate the complaints or incidents, resolve differences, if possible, and report the incidents and resolutions to the County. In connection with this, the Contractor shall log “serious” incidents and file correspondence according to the topic.

2. All serious incidents shall be immediately brought to the attention of the appropriate County staff, and followed up with a written report of the findings of any investigation.
3. The Contractor shall maintain a procedure to be followed if a vehicle accident occurs at a time when any children are on board. This procedure involves ongoing contact between the Contractor, the transporters, the parents and the County. The Contractor shall remain a central source for information concerning the accident.
4. The Contractor staff shall be trained to respond to all calls in a professional manner, and to take action in accordance with New York State laws and regulations. The Contractor shall monitor the transporters’ contractual obligations and limitations as they relate to the children transported, and will advise the County of the transporters’ contract requirements as requested and needed.

#### **D. POINT-OF-CONTACT OFFICE HOURS OF OPERATION**

The Contractor shall:

1. Staff an office beginning at 6:30 a.m. and in accordance with program calendars and session times.
2. Have an answering service or messaging system in place seven days a week when staff is not available.
3. During the summer months, if reduced schedules by schools/centers are in effect, the Contractor shall confer with the County for mutually agreed upon hours of operation.
4. In all circumstances, the Contractor shall not close its office at the end of the school day until it has been confirmed by the transporters that all children have been safely delivered to their designated or alternative drop-off points.

#### **E. RIDESHARING SERVICES**

The Contractor shall work to identify ridesharing opportunities between the County and neighboring counties as a cost-saving measure. Ridesharing services shall

include gathering rider data, obtaining approval from all necessary parties, coordinating rideshare route, and negotiating all associated fees and agreements.

#### F. INVOICE ASSISTANCE

1. **Face Review of Driver Attendance Sheets (Logs).** The Contractor shall ensure that the transporters continue to report weekly attendance and deliver all attendance sheets to the Contractor for review and approval.
2. Upon the receipt of the attendance sheets, the Contractor shall manually review each log to ensure that the transporter's name, program name, the route number and/or run number, the vehicle license plate number, the names of the driver and monitor and their signatures are shown on the attendance sheets. The Contractor shall ensure the name and pick up address of each child on the run is listed, as well as the time of applicable pick up and drop off at child locations. The Contractor shall ensure that the address of the program and time of applicable drop off and pickup from the program is shown.
3. The Contractor shall make the County aware of children who are absent five (5) consecutive days and continue to provide updated information in five-day increments as applicable.
4. **Number of Vehicles.** On a monthly basis, the Contractor shall review the transporters' invoices, and compare the number of vehicles/routes shown on each invoice with the number of vehicles authorized. The Contractor shall review and resolve any differences with the transporters prior to the invoices being forwarded to the County for payment.
5. **Vehicles Days of service.** The Contractor shall maintain records concerning each school calendar and provide reminders to the transporters concerning days on which programs are closed.
6. The Contractor shall review the transporters' invoices on a monthly basis and determine whether the number of days a vehicle is shown on the invoice is consistent with the number of days the attendance sheet shows that the vehicle was in operation. In addition, if child absences on a given day result in low occupancy, the Contractor shall evaluate and consolidate those vehicles through routing, so that fewer vehicles and/or vehicle days of service should be required.

#### IV. FEES

1. The County shall pay the Contractor pursuant to the following fee schedule.

SERVICE	ANNUAL FEE
Start-Up Computerized Routing (Fall)	\$41,697.00
Start-Up Computerized Routing (Summer)	\$17,721.00
On-Going Computerized Routing Review	\$17,513.00
Student Data Maintenance	\$12,509.00
Vehicle Inspections/Field Inspections	\$35,025.00
Point of Contact Service	\$31,273.00
Ridesharing Services	\$10,000.00
Invoice Assistance	\$18,000.00

2. Total compensation from the County to the Contractor shall not exceed \$183,738.00 for the term of this Agreement.
3. At the commencement of each additional option period, if any, the sums to be paid to the Contractor shall be increased by an amount equal to the increase in the consumer price index ("CPI") as calculated by the US Department of Labor, Bureau of Labor Statistics (as shown on the internet at [www.bls.gov](http://www.bls.gov), and listed under "Northeast Region All Items, Not Seasonally Adjusted—12 Month Percent Change") as of the first day of the month in which the County exercises its option, or two and one-half (2½%) percent, whichever is less.

#### V. Payment:

The fee shall be paid in monthly installments upon the County's receipt of the Contractor's invoice together with an Oneida County voucher.

#### VI. TERMINATION

This Agreement may be terminated at any time by the County upon ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this Agreement, the County may terminate the Agreement effective upon written notice at any time. Furthermore, should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the TMS Services or programs set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such event, the County shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

## **VII. CONFIDENTIALITY**

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by law or by written consent of the child's representative. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this Agreement. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to TMS Services provided under this Agreement in conformity with the provisions of applicable Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this Agreement.

## **VIII. INSURANCE**

The Contractor shall maintain a professional liability policy and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor agrees to have the County named as an "additional insured," on a "primary, non-contributory basis, as its interests may appear" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore. The County reserves the right to require the Contractor to provide insurance policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

## **IX. INDEMNIFICATION**

The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Contractor or its agents, contractors, subcontractors, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Contractor or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of this Agreement.

## **X. PERFORMANCE OF SERVICES**

1. The Contractor represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the TMS Services. The Contractor shall use its best efforts to perform the TMS Services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method, details and

means of performing the TMS Services, except where Federal, State or local laws and regulations impose specific requirements on performance of the same.

2. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the TMS Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the TMS Services by the Assistants in a manner satisfactory to the County, and in compliance with any and all applicable Federal, State or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
3. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

#### **XI. INDEPENDENT CONTRACTOR STATUS**

1. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor and its Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold himself out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
2. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
3. The Contractor and its Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
4. The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.



5. The Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
6. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
8. The Contractor agrees to comply with Federal and State laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

## **XII. EXPENSES**

The Contractor is solely responsible for paying all of its business expenses related to furnishing the TMS Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

## **XIII. TRAINING**

The Contractor and its Assistants shall not be required to attend or undergo any training by the County, other than those trainings mandated by Federal, State or local law or regulations necessary to perform the TMS Services described herein. Except for those trainings mandated by Federal, State or local law or regulation necessary to perform the TMS Services described herein, the Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the TMS Services described herein, and shall be solely responsible for the cost of the same.

**XIV. ADVICE OF COUNSEL**

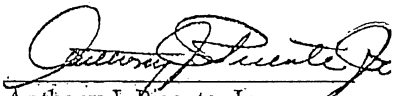
Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

**XV. ENTIRE AGREEMENT**

The terms of this Agreement, the attached Standard Oneida County Conditions Addendum, and any other attachments, amendments, addendums or appendixes attached hereto, are deemed incorporated herein in their entirety and constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

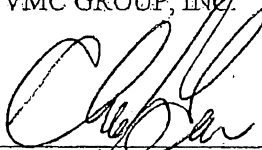
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below written.

ONEIDA COUNTY

BY:   
Anthony J. Picente, Jr.  
Oneida County Executive

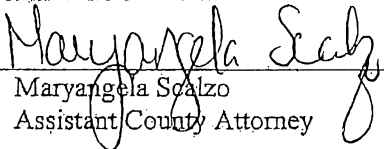
DATE: 10-16-19

THE VMC GROUP, INC.

BY:   
Charles J. Ganim  
Chief Executive Officer

DATE: 10/1/19

APPROVED:

BY:   
Maryangela Scalzo  
Assistant County Attorney

## STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:



- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

## 5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
  
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

- request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

#### 19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that



delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida;  
and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

TRANSPORTATION MANAGEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF ONEIDA AND THE VMC GROUP, INC.

THIS EXTENSION, by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York with its principal offices located at 800 Park Avenue, Utica, New York, through its Department of Health (hereinafter referred to collectively as the "County"), and The VMC Group, Inc., a domestic business corporation with its principal executive office located at 1650 Sycamore Avenue, Bohemia, New York (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the County and the Contractor entered into an agreement (County contract no. 88317), hereinafter referred to as the "Agreement," a copy of which is annexed hereto as "Exhibit A," with a term of August 1, 2019 through July 31, 2020; and

WHEREAS, the County desires to exercise its option to extend the Agreement for a one-year term and the Contractor is willing to continue to provide such services under all the same terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree as follows:

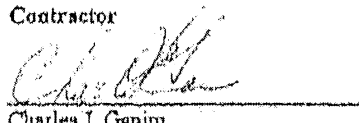
- 1. The Agreement shall be extended through July 31, 2021 under all the same terms and conditions.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first written above.

Oneida County

Contractor

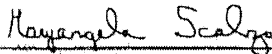




Anthony J. Picente, Jr.,  
County Executive

Charles J. Ganini  
CEO

Approved:



Maryangela Scalzo  
Assistant County Attorney

# EXHIBIT A

## ONEIDA COUNTY BOARD OF LEGISLATORS

### RESOLUTION NO. 290

INTRODUCED BY: *Messrs. Paparella, Porter*

2ND BY: *Mr. Joseph*

RE: APPROVAL OF AN AGREEMENT BETWEEN ONEIDA COUNTY, THROUGH ITS HEALTH DEPARTMENT, AND THE VMC GROUP, INC.

WHEREAS, This Board is in receipt of an Agreement between Oneida County, through its Department of Health, and The VMC Group, Inc. for an estimated amount of \$551,360.00 to provide transportation management and consulting services for the transportation of preschool/early intervention children to and from each child's childcare location and special services or program. Said Agreement also includes costs for the vendor to prepare and manage the Public Bid process for transportation service providers on behalf of Oneida County, and

WHEREAS, The Agreement shall be effective August 1, 2016 and shall terminate on July 31, 2019, with the County having the option to extend the Agreement for a maximum of two (2) one (1) year terms, conditioned upon the continued availability of Federal and/or New York State funds for the purposes set forth in the Agreement, and

WHEREAS, In accordance with Oneida County Charter Section 2202, said amendment must be approved by the Oneida County Board of Legislators, now, therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators authorizes and approves an Agreement between Oneida County, through its Health Department, and The VMC Group, Inc.

APPROVED: Health and Human Services Committee (October 5, 2016)  
Ways & Means Committee (October 12, 2016)

DATED: October 12, 2016

Adopted by the following vote:

AYES 20 NAYS 0 ABSENT 3 (Flisnik, Miller, Hendricks)

**TRANSPORTATION MANAGEMENT SERVICES AGREEMENT  
BETWEEN THE COUNTY OF ONEIDA AND THE VMC GROUP, INC.**

This Agreement, by and between Oneida County, a municipal corporation organized and existing under the laws of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, through its Health Department, located at 185 Genesee Street, Utica, New York 13501, hereinafter collectively referred to as the "County," and The VMC Group, Inc., a domestic business corporation with its principal executive office located at 1650 Sycamore Avenue, Bohemia, New York 11716, hereinafter referred to as the "Contractor."

**WITNESSETH**

**WHEREAS**, pursuant to New York State Education Law, Section 4410, Public Health Law Section 2559-1, and under Title 110-A of Article 25 of the Public Health Law, Part 69 of Subchapter H of Chapter 11 of Title 10, Health, the County is required to transport certain children under five years of age with handicapping conditions from their respective childcare locations to special services or programs and return; and

**WHEREAS**, the County recognizes that advantages may result from certain Transportation Management and/or Consulting Services (collectively, "TMS Services"); and

**WHEREAS**, the Contractor is engaged in the business of providing TMS Services to municipal governments; and

**WHEREAS**, the Contractor covenants that it possesses or can make available all necessary qualified personnel and expertise to perform, or have performed, the TMS Services required pursuant to the terms of this Agreement; and

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**I. TERM OF AGREEMENT**

- A. This Agreement shall become effective August 1, 2019 and shall terminate on July 31, 2020.
- B. The County shall have the option to extend this Agreement for a maximum of one (1) additional term of (1) year, conditioned upon the continued availability of Federal and/or New York State funds for the purpose set forth in this Agreement.

**II. RESPONSIBILITIES OF THE PARTIES:**

- A. The Contractor shall be responsible for maintaining adequate staffing to properly perform the TMS Services described herein. The Contractor shall provide to the

County a list indicating title and duties of all staff who perform the TMS Services pursuant to this Agreement.

- B. The Contractor shall be responsible for maintaining the qualifications of their staff. This includes ensuring that all employees assigned to providing the TMS Services possess the required education, knowledge, experience, and character necessary to qualify them individually for the particular duties they perform.
- C. The County shall provide all data, statistics and records, and arrange for the availability and cooperation of County staff members, to permit the Contractor to provide the TMS Services as herein contemplated.

### III. SCOPE OF SERVICES

#### A. DATA COLLECTION AND VEHICLE ROUTING

1. ***Student Data Maintenance.*** The Contractor shall maintain its proprietary routing and attendance tracking software called preTran that relates to the reporting and routing requirements of the County's preschool program ("hereinafter called "preTran").
2. ***Collection and Initialization of Software Routing Information.*** The Contractor shall collect all data necessary for the initialization of preTran. Data to be collected shall include student and geographic information of the County and immediate surrounding areas. Further initialization will occur with addition of program provider sites, student pickup points and program bell times. Transportation corridors or geographic boundaries (hereinafter, "Zones") become the basis for creating efficient routes.
3. ***Start-up for Fall Session and Summer Session Computerized Vehicle Routing.*** The Contractor shall utilize preTran and Zones to determine the least number of trips required for transportation of the student population to their assigned programs. Within the Zones, if and as established, the formulation of this trip determination exercise is completed; the trips will be combined so as to obtain the fewest routes (vehicles) appropriate to complete servicing within a given Zone.
4. ***Ongoing Computerized Routing Review.*** Both before and after each school session opening, the Contractor shall review with the County initial student information and changes (additions, deletions, address changes, etc.) to ensure timely reaction to transportation needs. Periodic ongoing review will take place to ensure continuous control as to the number of vehicles authorized for use.
5. The Contractor shall maintain hard copies of student data relating to student transportation and attendance and shall provide such edited and integrated

computerized information to the County and program providers to ensure prompt receipt of revised information.

6. As student transportation requests or data are received by the Contractor, all information contained shall be entered into preTran. When necessary, the Contractor shall add or update student information in preTran and communicate such data to the required programs, parents, and/or transporter. Periodic review shall take place with the County regarding requests.
7. The Contractor shall produce reports containing student data as required by the County.

#### **B. VEHICLE INSPECTIONS/FIELD-SITE INSPECTIONS**

1. The Contractor shall be responsible for vehicle inspections performed at randomly selected schools and/or transporter sites.
  - a. At the transporters' yards such inspections shall include:
    - i. Obtaining evidence that vehicles comply with the applicable requirements of the New York State Department of Motor Vehicles, New York State Department of Transportation and the Vehicle and Traffic laws of the State of New York. In this regard, these audits look to determine that the vehicles have been properly registered and inspected and that all requirements are up to date.
    - ii. Obtaining evidence that drivers are properly licensed for the types of vehicles being driven, and are in compliance with New York State Department of Motor Vehicle and Department of Education "19A" requirements, including annual physicals, drug and alcohol testing, background checks (including State Child Abuse Registry), annual driving record review, annual behind the wheel driving test, and annual defensive driving (with children on board) evaluation.
    - iii. Obtaining evidence that bus monitors have been drug and alcohol tested annually and have had background checks (including State Child Abuse Registry).
    - iv. Obtaining evidence in vehicle DOT files that no re-grooved or recapped tires are on the vehicles.
  - b. At the transporters' yards or program sites, such inspections shall include:
    - i. Confirming that the vehicles have suitable restraints for the children to be transported, that car seats are properly installed, clean and still approved for use.

- ii. Confirming that the vehicles are carrying all safety equipment required for the type of vehicle and service provided and as specified in the County's contract(s) with the transporters.
  - iii. Confirming that an appropriate means of communication with the transporter's dispatch offices is present and operational on each vehicle.
  - iv. Confirming that all route sheets and documentation pertaining to child information be carried on each vehicle.
- c. At program sites such inspections shall include:

- i. Observing that the drivers/monitors actively assist the children on and off the vehicles.
  - ii. Confirming that child safety restraints meet New York State guidelines and that the drivers and monitors know how to secure children in their required restraints and that the children are properly secured.
  - iii. Observing that the drivers and monitors refrain from eating or smoking on the vehicles.
  - iv. Observing that, before leaving his or her seat, the driver has turned off the motor, set the transmission in park, set the auxiliary brake and removed the keys. The exception to this rule is that with respect to wheelchair vehicles, the motor must be left running to operate the ramp.
  - v. Observing whether the drivers or monitors appear to be in control of their vehicles and whether they appear to be resolving violations of good conduct and improper behavior on the part of the passengers without the use of force or fear.
2. All Contractor staff members who perform these inspections shall be specifically trained to look for these and other quality service matters. At times and as may be appropriate, "follow-along" inspections will be conducted to determine whether a specific vehicle is operating in accordance to all safety regulations as well as routing adherence.

### C. POINT-OF-CONTACT SERVICE

1. The Contractor shall become an agent of the County in connection with communications between and among the provider programs, the County, the



transporters and the parents with respect to transportation related matters that cannot be handled by the applicable transporter. The Contractor shall receive telephone calls and other communications from parents, program locations and periodically from the County related to schedule and locations changes. The Contractor shall receive transportation related questions and complaints made by or concerning the TMS Services. The Contractor shall investigate the complaints or incidents, resolve differences, if possible, and report the incidents and resolutions to the County. In connection with this, the Contractor shall log "serious" incidents and file correspondence according to the topic.

2. All serious incidents shall be immediately brought to the attention of the appropriate County staff, and followed up with a written report of the findings of any investigation.
3. The Contractor shall maintain a procedure to be followed if a vehicle accident occurs at a time when any children are on board. This procedure involves ongoing contact between the Contractor, the transporters, the parents and the County. The Contractor shall remain a central source for information concerning the accident.
4. The Contractor staff shall be trained to respond to all calls in a professional manner, and to take action in accordance with New York State laws and regulations. The Contractor shall monitor the transporters' contractual obligations and limitations as they relate to the children transported, and will advise the County of the transporters' contract requirements as requested and needed.

#### **D. POINT-OF-CONTACT OFFICE HOURS OF OPERATION**

The Contractor shall:

1. Staff an office beginning at 6:30 a.m. and in accordance with program calendars and session times.
2. Have an answering service or messaging system in place seven days a week when staff is not available.
3. During the summer months, if reduced schedules by schools/centers are in effect, the Contractor shall confer with the County for mutually agreed upon hours of operation.
4. In all circumstances, the Contractor shall not close its office at the end of the school day until it has been confirmed by the transporters that all children have been safely delivered to their designated or alternative drop-off points.

#### **E. RIDESHARING SERVICES**

The Contractor shall work to identify ridesharing opportunities between the County and neighboring counties as a cost-saving measure. Ridesharing services shall

include gathering rider data, obtaining approval from all necessary parties, coordinating rideshare route, and negotiating all associated fees and agreements.

#### **F. INVOICE ASSISTANCE**

1. **Face Review of Driver Attendance Sheets (Logs).** The Contractor shall ensure that the transporters continue to report weekly attendance and deliver all attendance sheets to the Contractor for review and approval.
2. Upon the receipt of the attendance sheets, the Contractor shall manually review each log to ensure that the transporter's name, program name, the route number and/or run number, the vehicle license plate number, the names of the driver and monitor and their signatures are shown on the attendance sheets. The Contractor shall ensure the name and pick up address of each child on the run is listed, as well as the time of applicable pick up and drop off at child locations. The Contractor shall ensure that the address of the program and time of applicable drop off and pickup from the program is shown.
3. The Contractor shall make the County aware of children who are absent five (5) consecutive days and continue to provide updated information in five-day increments as applicable.
4. **Number of Vehicles.** On a monthly basis, the Contractor shall review the transporters' invoices, and compare the number of vehicles/routes shown on each invoice with the number of vehicles authorized. The Contractor shall review and resolve any differences with the transporters prior to the invoices being forwarded to the County for payment.
5. **Vehicles Days of service.** The Contractor shall maintain records concerning each school calendar and provide reminders to the transporters concerning days on which programs are closed.
6. The Contractor shall review the transporters' invoices on a monthly basis and determine whether the number of days a vehicle is shown on the invoice is consistent with the number of days the attendance sheet shows that the vehicle was in operation. In addition, if child absences on a given day result in low occupancy, the Contractor shall evaluate and consolidate those vehicles through routing, so that fewer vehicles and/or vehicle days of service should be required.

#### IV. FEES

1. The County shall pay the Contractor pursuant to the following fee schedule.

SERVICE	ANNUAL FEE
Start-Up Computerized Routing (Fall)	\$41,697.00
Start-Up Computerized Routing (Summer)	\$17,721.00
On-Going Computerized Routing Review	\$17,513.00
Student Data Maintenance	\$12,509.00
Vehicle Inspections/Field Inspections	\$35,025.00
Point of Contact Service	\$31,273.00
Ridesharing Services	\$10,000.00
Invoice Assistance	\$18,000.00

2. Total compensation from the County to the Contractor shall not exceed \$183,738.00 for the term of this Agreement.
3. At the commencement of each additional option period, if any, the sums to be paid to the Contractor shall be increased by an amount equal to the increase in the consumer price index ("CPI") as calculated by the US Department of Labor, Bureau of Labor Statistics (as shown on the internet at [www.bls.gov](http://www.bls.gov), and listed under "Northeast Region All Items, Not Seasonally Adjusted—12 Month Percent Change") as of the first day of the month in which the County exercises its option, or two and one-half (2½%) percent, whichever is less.

#### V. Payment:

The fee shall be paid in monthly installments upon the County's receipt of the Contractor's invoice together with an Oneida County voucher.

#### VI. TERMINATION

This Agreement may be terminated at any time by the County upon ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this Agreement, the County may terminate the Agreement effective upon written notice at any time. Furthermore, should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the TMS Services or programs set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such event, the County shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

## **VII. CONFIDENTIALITY**

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by law or by written consent of the child's representative. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this Agreement. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to TMS Services provided under this Agreement in conformity with the provisions of applicable Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this Agreement.

## **VIII. INSURANCE**

The Contractor shall maintain a professional liability policy and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor agrees to have the County named as an "additional insured," on a "primary, non-contributory basis, as its interests may appear" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore. The County reserves the right to require the Contractor to provide insurance policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

## **IX. INDEMNIFICATION**

The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Contractor or its agents, contractors, subcontractors, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Contractor or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of this Agreement.

## **X. PERFORMANCE OF SERVICES**

1. The Contractor represents that it is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the TMS Services. The Contractor shall use its best efforts to perform the TMS Services such that the results are satisfactory to the County. The Contractor shall be solely responsible for determining the method, details and

means of performing the TMS Services, except where Federal, State or local laws and regulations impose specific requirements on performance of the same.

2. The Contractor may, at its own expense, employ or engage the services of such employees, subcontractors and/or partners as the Contractor deems necessary to perform the TMS Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide the Assistants with any salary or benefits. The Contractor shall be solely responsible and shall remain liable for the performance of the TMS Services by the Assistants in a manner satisfactory to the County, and in compliance with any and all applicable Federal, State or local laws and regulations. The Contractor shall expressly advise the Assistants of the terms of this Agreement.
3. The Contractor acknowledges and agrees that the Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

#### **XI. INDEPENDENT CONTRACTOR STATUS**

1. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of Independent Contractors. The Contractor and its Assistants shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that its Assistants will conduct themselves in accordance with such status, that they will neither hold himself out as, nor claim to be, officers or employees of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
2. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
3. The Contractor and its Assistants shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
4. The Contractor acknowledges and agrees that neither the Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.

5. The Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
6. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its Assistants' Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
8. The Contractor agrees to comply with Federal and State laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

## **XII. EXPENSES**

The Contractor is solely responsible for paying all of its business expenses related to furnishing the TMS Services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

## **XIII. TRAINING**

The Contractor and its Assistants shall not be required to attend or undergo any training by the County, other than those trainings mandated by Federal, State or local law or regulations necessary to perform the TMS Services described herein. Except for those trainings mandated by Federal, State or local law or regulation necessary to perform the TMS Services described herein, the Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the TMS Services described herein, and shall be solely responsible for the cost of the same.

XIV. ADVICE OF COUNSEL


Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

XV. ENTIRE AGREEMENT

The terms of this Agreement, the attached Standard Oneida County Conditions Addendum, and any other attachments, amendments, addendums or appendixes attached hereto, are deemed incorporated herein in their entirety and constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

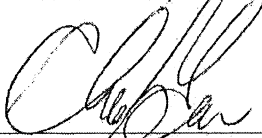
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below written.

ONEIDA COUNTY

BY:   
Anthony J. Picente, Jr.  
Oneida County Executive

DATE: 10-16-19

THE VMC GROUP, INC.

BY:   
Charles J. Ganim  
Chief Executive Officer

DATE: 10/1/19

APPROVED:

BY:   
Maryangela Scalzo  
Assistant County Attorney

## STANDARD ONEIDA COUNTY CONDITIONS ADDENDUM

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessée or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

### 1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

### 2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

### 3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative



agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
  - i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as



determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
  
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

#### 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, "on Oneida County property" shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



# ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH  
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

July 28, 2021

FN 20 21-237

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

## WAYS & MEANS

Attached is an amendment to the term length only of a grant Agreement between Oneida County through its Health Department (OCHD) and the Bureau of Justice Assistance (BJA) and Institute for Intergovernmental Research, Inc. to reduce overdose deaths associated with opioids and advance a shared understanding of the patterns and characteristics of problem drug use in a local community by expanding on the work of the Oneida County Overdose Response Team and Overdose Detecting Mapping Application.

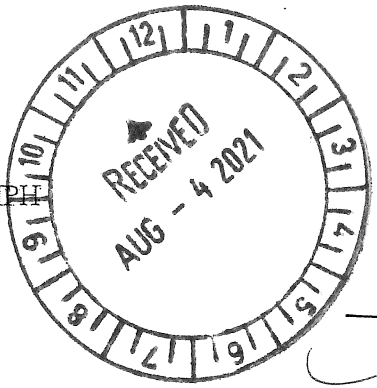
The original term of this Agreement began September 1, 2019 and was to conclude August 31, 2021. The amendment to the Agreement shall extend the term through December 31, 2022. Total grant amount remains the same, up to \$600,000.

An extension has been granted due to delays in planning and implementation activities caused by COVID-19 response.

If this Agreement meets with your approval, please forward to the Board of Legislators for consideration at their next meeting.

Sincerely,

Daniel W. Gilmore, Ph.D., MPH  
Public Health Director



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

Anthony J. Picente, Jr.  
County Executive

Date 8-3-21

Attachments  
CM

ADMINISTRATION  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH  
ADIRONDACK BANK BLDG., 4<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES  
406 ELIZABETH ST. UTICA, NY 13501  
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Public Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other Grant

ONEIDA COUNTY BOARD  
OF LEGISLATORS

Name & Address of Vendor: The Institute for Intergovernmental Research, Inc.  
2050 Center Pointe Blvd  
Tallahassee, FL 32317-2729

Title of Activity or Service: Bureau of Justice Assistance's Public Health Partnership  
for Data-driven Response to Emerging Drug Threats

Proposed Dates of Operation: September 1, 2021 through December 31, 2022

Client Population/Number to be Served: all residents

Summary Statements

- 1) **Narrative Description of Proposed Services:** The goal is to reduce overdose deaths associated with opioids and advance a shared understanding of the patterns and characteristics of problem drug use in a local community by expanding on the work of the Oneida County Overdose Response Team and Overdose Detecting Mapping Application.
- 2) **Program/Service Objectives and Outcomes:** Build partnerships that guide data analysis activities and response planning.
- 3) **Program Design and Staffing:** NA

Total Funding Requested: \$600,000.00 Possible

Expense Account: A4092  
Revenue Account: A3481

Oneida County Dept. Funding Recommendation: Total Contract amount is \$600,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% Federal Grant reimbursement.

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments:



**Amendment 1**  
*of the*  
**Subaward Agreement**  
*Between the*  
**Oneida County Health Department (OCHD)**  
*and the*  
**Institute for Intergovernmental Research (IIR)**  
*in the*  
**Partnerships to Support Data-driven Responses to  
Emerging Drug Threats Project**

This Subaward Agreement (*Agreement*) for the period of September 1, 2019, through August 31, 2021, by and between the Institute for Intergovernmental Research (*IIR*) and the Oneida County Health Department (*OCHD*), is hereby extended until December 31, 2022. Funds have been allocated to *IIR* under Catalog of Federal Domestic Assistance (CFDA) Number 16.838 (Comprehensive Opioid Abuse Site-Based Program) by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), in federal Grant Award Number 2017-AR-BX-K003, Comprehensive Opioid Abuse Program (COAP) Training and Technical Assistance Program (dated September 28, 2018), for the Partnerships to Support Data-driven Responses to Emerging Drug Threats Project. The following additional terms and conditions govern this *Agreement*:

- a. This *Agreement* is extended for an additional 16 months to December 31, 2022.
- b. All other terms, covenants, conditions, and provisions of the *Agreement* shall remain in force.

*Accepted:*

*Accepted:*

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Oneida County Health Department

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Gina Hartsfield, President and CEO  
Institute for Intergovernmental Research

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Printed Name and Title

**Subaward Agreement**  
*between the*  
**Oneida County through its Health Department**  
*and the*  
**Institute for Intergovernmental Research (IIR)**  
*in*  
**Partnerships to Support Data-driven Responses to Emerging Drug Threats**

This Subaward Agreement (*Agreement*) is entered into as of the 1st day of September, 2019, by and between the Institute for Intergovernmental Research (*IIR*) and Oneida County through its Health Department (*OCHD*). Funds have been allocated to *IIR* under Catalog of Federal Domestic Assistance (CFDA) Number 16.838 (Comprehensive Opioid Abuse Site-Based Program) by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), in federal Grant Award Number 2017-AR-BX-K003, Comprehensive Opioid Abuse Program (COAP) Training and Technical Assistance Program (dated September 28, 2018), for the Partnerships to Support Data-driven Responses to Emerging Drug Threats Project. The following terms and conditions govern this *Agreement*:

- a. The term of this *Agreement* is for the time period from September 1, 2019, to August 31, 2021. Either party may withdraw by delivering ten days' written notice to the other party of its intent to withdraw from this *Agreement*.
- b. *OCHD* agrees to provide the services mutually agreed upon and identified in the Project Summary at Attachment A. *IIR* agrees to pay *OCHD* on a reimbursement basis for actual costs incurred as described in the attached Project Summary, up to a total amount not to exceed \$600,000.
- c. All financial transactions conducted under this *Agreement* will be in compliance with applicable federal financial guidelines, rules, and regulations.
- d. *OCHD* will bill *IIR* for agreed-upon allowable costs incurred during the invoice period. Any indirect costs charged must be consistent with either an Indirect Cost Negotiated Agreement with a federal agency or other indirect cost allocation plan/rate in accordance with CFR Part 200. Invoices will include appropriate backup documentation and should be submitted no more frequently than monthly. *IIR* shall pay *OCHD*'s invoice within 30 days after submission and *IIR*'s review and approval.
- e. *OCHD* must invoice *IIR* for allowable expenses incurred pursuant to this *Agreement* within 30 days of the expiration of this *Agreement*. Invoices submitted after 30 days of the expiration of this *Agreement* may not be paid, due to requirements associated with federal funding availability.
- f. *OCHD* will provide an activity/progress report with each invoice summarizing the progress to date and changes in the project scope, if any. *IIR* may request additional activity/progress reports during the term of this *Agreement*.

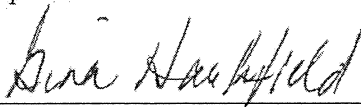
- g. At project completion, *OCHD* will provide a final report on the project. *IIR* may require supplementation or modification of the final report as may be necessary to allow *IIR* to fulfill its federal reporting requirements.
- h. *OCHD* represents, warrants, and covenants that *OCHD* shall perform services in a manner conforming to generally accepted industry standards and practices and by qualified *OCHD* personnel who meet federal requirements and have a level of skill commensurate with the requirements of the services.
- i. *OCHD* warrants that all personnel providing service hereunder are United States citizens or are fully and legally authorized to work in the United States. *OCHD*'s failure to comply with the foregoing is grounds for immediate termination of this *Agreement* by *IIR*.
- j. In executing this *Agreement*, *OCHD* represents that it is fully capable of providing the efforts anticipated and required by the *Agreement* and is not aware of any pending or potential restrictions that would make it unable to successfully perform those efforts.
- k. The following attachments/information are hereby incorporated by reference and made a part hereof:
  - Attachment A – Project Summary
  - Attachment B – Additional Provisions
  - Attachment C – Breach of Personally Identifiable Information Procedures
  - Attachment D – Subcontractor Reporting Data Sheet
  - Attachment E – Award Continuation Sheet (Special Conditions) to Cooperative Agreement 2017-AR-BX-K003
  - Attachment F – BJA COAP Partnerships to Support Data-driven Responses to Emerging Drug Threats Grant Overview and Application
  - *OCHD*'s response to the solicitation

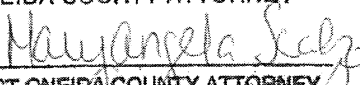
Accepted:

\_\_\_\_\_  
Oneida County Health Department

  
\_\_\_\_\_  
Anthony J. Picente Jr., County Executive

Accepted:

  
\_\_\_\_\_  
Gina Hartsfield, President and CEO  
Institute for Intergovernmental Research

APPROVED  
ONEIDA COUNTY ATTORNEY  
BY   
ASST ONEIDA COUNTY ATTORNEY

**ATTACHMENT A**  
**Oneida County Health Department**  
**Partnerships to Support Data-driven Responses to Emerging Drug Threats**  
**Project Summary**

**Project Overview**

The primary focuses of this initiative are preventing and reducing overdose deaths associated with opioids, including illicit fentanyl, and advancing a shared understanding of the patterns and characteristics of problem drug use in a local community. The intent of this project is for public health and public safety stakeholders to adopt a shared goal of building partnerships that guide data analysis activities and response planning.

**Oneida County Health Department's Project Plan**

Oneida County Health Department's (*OCHD*) project plan provides additional details for the implementation of *OCHD*'s project and the project timeline. The general requirements, activities, and deliverables outlined below provide the basic requirements for *OCHD*'s project as funded through this subaward.

**Deliverables**

This section outlines the deliverables for this project. *OCHD* is responsible for meeting each of these deliverables; additional details can be found in the original solicitation included as Attachment F.

1. **Project Phases** – The project will include both a planning phase and an implementation phase. A description of expected deliverables during each phase follows.

**Planning Phase**

The planning phase will last no longer than 6 months. For purposes of budgeting, \$100,000 of the subaward will be available for use at the time of award to support activities during the planning phase, including support for the mandatory project coordinator. The balance of the subaward will not be released by the Institute for Intergovernmental Research (*IIR*) until all of the required components of the planning phase are completed, and the Bureau of Justice Assistance (*BJA*) has approved the detailed budget for the implementation phases. *OCHD* will submit the revised budget and budget narrative and other planning documents to *IIR* at the completion of the planning phase.

During the planning phase, *OCHD* will:

- Identify a project coordinator.

- Convene key staff and agency leaders from public safety, public health, behavioral health, criminal justice, and other relevant sectors. The following organizational structure is recommended:
  - An executive leadership group to provide strategic oversight and execute decision-making authority for the initiative. This group will typically meet monthly.
  - A data-focused workgroup, comprised of mid-level management staff and data analysts, that will meet at least monthly to achieve the data analysis goals of the project.
  - A larger stakeholder group that will meet quarterly to ensure that community perspectives are considered in the project.
- Participate in the first peer-to-peer convening in Washington, DC, of the selected project sites. This convening will likely occur in the fourth month of the project.
- Develop a catalogue of local and state data sets that can inform the initiative and establish or expand an information sharing structure that allows for the exchange of real-time public health and public safety data sets related to the opioid epidemic.
- Develop a shared understanding of current public safety, behavioral health, and public health practices related to substance abuse and misuse.
- Identify a set of discrete strategies, based on the data, that will be the initial priority focus of the workgroup.
- Establish a set of agreed-upon performance measures that will enable an objective, empirical evaluation of the achievement of the agreed vision and report them quarterly to BJA.

At the end of the planning phase, *OCHD* will have:

- Demonstrated engagement of local leaders in the planning process, including participation in key planning meetings, and ongoing commitment to the implementation process.
- Established an organization structure to regularly review data and establish strategic direction and meet at least four times locally.
- Conducted a comprehensive analysis of available data and achieved consensus on new and established data sets that will be used to support the goals and objectives of the workgroup.
- Established preliminary areas of focus for the workgroup. This may involve interventions that prioritize a specific geographic area or an at-risk population.
- Received approval from BJA on a final budget. This final budget will include a budget and a budget narrative that details how the remainder of the budget will be spent supporting implementation.

### **Implementation Phase**

**Data Collection and Analysis** – This phase will involve collecting and analyzing data that is no more than two months old. Examples of activities for consideration include:

- Establishment or enhancement of an existing overdose fatality review team.

- Rapid assessment to quickly gather data in response to a question or crisis requiring timely intervention. Assessments may include semi-structured interviews with service providers who work with drug users, public safety officials, treatment providers, emergency department staff, and other stakeholders in targeted geographic areas.
- Testing drug paraphernalia such as syringes or glassine bags that are collected from syringe exchange programs or from public areas, where the syringe users are anonymous.
- Collaboration with medical examiners or coroners to expedite access to preliminary data on suspected overdose deaths prior to forensic toxicology data.
- Expedited toxicology analysis and utilization of screening kits and new technology for potential novel or counterfeit drugs.
- Voluntary, anonymous interviews administered with and urine specimens collected from arrestees in a booking facility or jail on a monthly or quarterly basis to assess the dimension of the local substance abuse problem.
- Implementing the Overdose Detection Mapping Application Program (ODMAP), which provides near real-time suspected overdose data across communities to support public safety and public health efforts to mobilize an immediate response to a sudden increase or spike in overdose events.
- Implementing systems to identify infants and children exposed to parental opioid use.

**Rapid Responses** – Based on data collected during the Planning Phase of the project, support rapid responses shaped by de-identified data or identifiable data, depending on the local focus and priorities. The following list is provided as an example of the types of rapid responses that may be supported through this subaward.

- Establish a coordinated rapid response team to respond to spikes in overdoses, overdose-related deaths, or emerging drug threats.
- Support outreach teams to follow up with individuals at risk of overdose, particularly those who have just experienced a nonfatal overdose. Such teams may include first responders or law enforcement, medical staff, community health workers, and clergy.
- Develop partnerships among public safety and first responders and school and/or community partners to identify risk from Adverse Childhood Experiences and leverage partnerships to connect individuals and families at risk with necessary prevention resources.
- Facilitate early and rapid identification of families who have been referred to Child Protective Services (CPS) and are in need of services (within 10 days of CPS referral) and rapid access to substance use disorder treatment (within 48 hours of receiving a behavioral health assessment).
- Expand or enhance models of care that have demonstrated effectiveness in serving young children living in households with a history of substance misuse.
- Provide naloxone, education, and technical assistance to individuals in government agencies, homeless shelters, educational institutions, community-based and multiservice organizations, health-care institutions, public safety organizations, drug treatment programs, and syringe exchange programs.
- Create a strategic public health campaign for targeted populations or professions.

2. **Coordination of Cross-Disciplinary Initiatives** – Support the level of coordination needed to effectively coordinate and sustain cross-disciplinary initiatives. *OCHD*'s Project Coordinator will serve as the operational coordinator of the initiative and will dedicate 100 percent of his or her time to this initiative.

*OCHD*'s Project Coordinator will:

- Guide the planning and implementation of the local initiative, including a comprehensive, cross-agency strategy for achieving the goals and the objectives of the initiative.
- Conduct outreach to officials in key agencies to gain support for the formal development of the initiative.
- Cultivate and maintain effective partnerships with key public health/behavioral health staff and public safety/criminal justice staff.
- Coordinate and convene the executive leadership group, the workgroup, and required subgroups of the initiative and ensure follow-up to key action items and proposals.
- Guide the development, evaluation, and improvement of business processes, policies and procedures, and other protocols commonly associated with information management and data sharing, integration, and analysis.
- Maintain partnerships with internal and external partners such as other city, county, and state agencies, community organizations, advocacy groups, nonprofit organizations, foundations, and private entities.
- Establish a communication strategy to provide policymakers, practitioners, and the public with information about the initiative.
- Document challenges in implementation and successful strategies developed.

3. **Monthly Calls** – Participate in a monthly call with BJA policy advisors, CDC staff members, and the *IIR* Project Manager. These calls will last approximately 1½ hours. Other staff members may choose to participate, in addition to *OCHD*'s Project Coordinator.

4. **Performance Reporting** – *OCHD*'s Project Coordinator is responsible for ensuring that the required performance measure data is reported on a quarterly basis. The performance measures must be submitted to *IIR*'s Project Manager in electronic format on the following schedule:

<u>Reporting Quarter</u>	<u>Due No Later Than</u>
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

The first performance report should be submitted no later than January 15, 2020.

Questions concerning performance reporting should be directed to *IIR*'s Project Manager for the subaward.

5. **Monthly Progress Reporting** – *OCHD*'s Project Coordinator is responsible for ensuring that a monthly report detailing progress on project activities is submitted to *IIR*'s Project Manager. The monthly reports should be submitted no later than the 7th day of the following month.
6. **Financial Reporting** – *OCHD*'s Project Coordinator is responsible for ensuring that the required financial reporting is submitted on a quarterly basis. The financial reports must be submitted on the following schedule:

<u>Reporting Quarter</u>	<u>Due No Later Than</u>
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

The first financial report should be submitted no later than January 15, 2020. The final financial report is due 30 days after the subaward end date.

Questions concerning financial reporting should be directed to *IIR*'s Project Manager for the subaward.

7. **Subaward Closeout** – Within 30 days after the end date of the subaward, *OCHD* must initiate closeout of the subaward. *OCHD* should:
  - Submit a final program report.
  - Submit a final financial report.
  - If the expenditures previously invoiced by *OCHD* are less than the total project expenditures, *OCHD* should send a final invoice to *IIR* with appropriate documentation for the difference. If the final total expenditures incurred by *OCHD* for this project are less than the amounts invoiced, *OCHD* must submit a check for the difference to *IIR*'s Financial point of contact:

Ms. Mary J. Dodd  
Contract Specialist  
Phone: (850) 385-0600, Ext. 330  
Email: mdodd@iir.com



## ATTACHMENT B

### Oneida County Health Department

#### Partnerships to Support Data-driven Responses to Emerging Drug Threats

#### Additional Provisions

##### Compliance With Law

*OCHD* acknowledges that this *Agreement* is being funded by the federal awarding agency under a Cooperative Agreement to *IIR* and that it is subject to all applicable federal laws, rules, regulations, orders, policies, and requirements. *OCHD* shall procure and maintain all licenses, authorizations, waivers, permits, qualifications, and certifications required to perform the work and shall fully comply with and include, in any permitted subawards or subcontracts hereunder, provisions requiring compliance by its subcontractors (defined herein as any contractor with whom *OCHD* further contracts to complete the work) with all applicable local, state, and federal laws, rules, regulations, orders, policies, and requirements.

##### Notices

All notices or other communications required by this *Agreement* or given in connection with it shall be in writing and shall be deemed to have been duly given when delivered personally in hand, delivered by recognized overnight delivery services, sent by electronic mail, delivered by telephonic facsimile, or mailed by certified or registered mail, return receipt requested, postage prepaid on the date posted.

If to *OCHD*:

##### Mailing Address

185 Genesee Street, Fifth Floor  
Utica, NY 13501-2102

If to *IIR*:

##### Mailing Address

Post Office Box 12729  
Tallahassee, FL 32317-2729

##### Project Correspondence and Communications

All official, nonfinancial-related communications related to *OCHD*'s project should come from the Project Director/Coordinator named below who is the official project coordinator of record. *OCHD*'s Project Coordinator is:

Ms. Lisa Worden  
Phone: (315) 798-5508  
Email: lworden@ocgov.net

Communications related to the project scope and/or deliverables for this project should be directed to *IIR*'s Project Manager via email. *IIR*'s Project Manager is:

Ms. Kristin Stainbrook  
Email: [kstainbrook@iir.com](mailto:kstainbrook@iir.com)

All financial or reporting-related communications regarding the project should come from either the Project Director/Coordinator or a single designated point of contact appointed by the Project Director/Coordinator. *OCHD*'s Financial Coordinator is:

Ms. Lisa Worden  
Phone: (315) 798-5508  
Email: [lworden@ocgov.net](mailto:lworden@ocgov.net)

Communications of a financial or reporting nature should be directed to *IIR*'s Contractual and Financial point of contact:

Ms. Mary J. Dodd  
Contract Specialist  
Phone: (850) 385-0600, Ext. 330  
Email: [mdodd@iir.com](mailto:mdodd@iir.com)

**Data Universal Numbering System (DUNS)**

*OCHD*'s DUNS number is 075814186.

**Commercial and Government Entity (CAGE)**

*OCHD*'s CAGE code is 1AE92.

**Federal Funding Accountability and Transparency Act (FFATA)**

*OCHD* certifies that the information provided to *IIR* for submission to the FFATA Subaward Reporting System (FSRS), on the form included as Attachment D, is complete and accurate.

**Special Conditions Announced in or Applied to Grant Award**

*OCHD* acknowledges that numerous special conditions may be imposed by law, regulation, or the awarding federal agency when a federal award is made. Any additional special conditions applicable to this *Agreement* not specifically stated within the main body of this *Agreement* are identified in Attachment E hereto, which is adopted and incorporated by reference here. *IIR* reserves the right to convey to *OCHD*, in a written amendment to this *Agreement*, any additional special conditions imposed by the awarding entity, law, or regulation upon *IIR* and/or *OCHD* after execution of this *Agreement* during the performance of the efforts contemplated by this *Agreement*.

### Amendments to Subaward

During the life of the subaward project, *OCHD* may identify changes or updates to administrative information, project activities, or the project budget. *OCHD* will send written requests for adjustments to the subaward project to *IIR* for consideration. *IIR* will coordinate with BJA as necessary concerning the request and may contact *OCHD* for additional information or to discuss the adjustment. *IIR* will notify *OCHD* of the outcome of the request.

Some circumstances requiring a subaward adjustment include:

- Change in subaward contact/notices information.
- Request for a no-cost extension.
- New project director, designated key staff, authorized representative, or signing authority.
- Movement of dollars between approved budget categories that exceeds 10 percent of the total subaward amount.
- Changes in the scope of project activities.

### Fiscal Management

*OCHD* has a responsibility to establish and maintain a fiscal management system that ensures fiscal integrity in the project. The subawardee should establish and maintain an adequate accounting system and appropriate fiscal controls and records, ensure compliance with all applicable laws and regulations regarding use of the funds, and conduct its activities in a manner that is transparent and provides accountability. *OCHD* is responsible for ensuring that adequate oversight and monitoring are provided for any subrecipients.

### Availability of Funds

Subaward funds can be obligated as of the start date of the subaward period, provided the budget has been approved. The obligation of funds, including all program income, must end on the last day of the subaward period. *OCHD* will have 30 days from the end date of the subaward period to pay or liquidate outstanding obligations incurred during the subaward period.

### Confidentiality

During the period of this *Agreement*, confidential material may be disclosed between the parties to permit agreed-upon services to be performed. Such material will be identified at the time it is provided to the other party. Each party will advise and require all assigned employees, agents, and consultants to treat such material as confidential and will not disclose such information or work products to any person, organization, or corporation. At any time during this *Agreement*, *IIR* may require a separate supplemental nondisclosure agreement to be executed detailing any applicable additional obligations.

### Independent Contractor

*OCHD* agrees that as an independent contractor, *OCHD* controls the manner and means of work and that there will be no *IIR* employee benefits accruing to the benefit of *OCHD*, including, but

not limited to, unemployment compensation, health and life insurance benefits, or retirement earnings. *OCHD* will not make any claims against *IIR* related to benefits reserved for employees. *OCHD* will indemnify, defend, and hold *IIR* and its officers, directors, and agents harmless from any damages, claims, injuries, disabilities, or other expenses resulting from *OCHD*'s failure to provide benefits for *OCHD* and *OCHD*'s employees. *OCHD* agrees that *IIR* will pay *OCHD* the gross amount due without withholding for federal income tax or social security tax, which will be the sole responsibility of *OCHD*, which agrees to hold *IIR* harmless from any tax obligations.

### **Training and Training Standards**

*OCHD* understands and agrees that any training or training materials developed or delivered with funding provided under this subaward must adhere to the Office of Justice Programs (OJP) Training Guiding Principles for Grantees and Subgrantees, which include:

- Trainings must comply with applicable law.
- The content of training and training materials must be accurate, appropriately tailored, and focused.
- Trainers must be well-qualified in the subject area and skilled in presenting it.
- Trainers must demonstrate the highest standards of professionalism.

For additional information, see the complete standards at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

### **Training and Other Materials**

*OCHD* agrees to submit to *IIR* for submission to BJA for review and approval of all materials and efforts funded in whole or in part by this subaward, including curricula, training materials, proposed publications, reports, or other related written materials, including Web-based materials and website content, at least 45 working days prior to the targeted dissemination date.

### **Statements on Work Products**

Any work products prepared by *OCHD*, including multimedia products and websites, shall include statements provided by *IIR* related to project funding; copyright notices, permission requirements, or dissemination restrictions; and notice that the product does not necessarily reflect the views of the funding agency.

### **Subaward**

*OCHD* must obtain prior written approval from *IIR* for any subawards that *OCHD* proposes to enter into as part of the project funded through this *Agreement*. Any subawards issued under this *Agreement* will contain the same clauses and requirements as outlined in this *Agreement*, including the requirement for expense reimbursement. Subawards must invoice *OCHD* for actual expenses and provide appropriate supporting documentation. Invoices from subawarded entities with supporting documentation must be provided to *IIR* with the related invoice from *OCHD*.

### **Sole Source Approval**

All purchases/contracts under this *Agreement* should be competitively awarded unless circumstance precludes competition. When a purchase/contract exceeds \$150,000 and there has been no competition, *OCHD* must forward sole source justification for the purchase/contract and obtain approval from *IIR* prior to finalizing the purchase/contract.

### **Consultant Rates**

Consultant rates (excluding travel or other expense reimbursements) cannot exceed \$650 per day (which is \$81.25/hour). A detailed justification must be submitted to and approved by *IIR* prior to obligation or expenditure of consultant rates that exceed the \$650 daily rate.

### **Records Maintenance**

*OCHD* shall keep and maintain, in accordance with federal rules and regulations, full, accurate, and complete books, accounts, records, and documentation of all income, costs, and expenses pertaining to this *Agreement*. *OCHD* shall retain all such books, accounts, records, and documentation for the period specified in the federal rules and regulations or for a period of three (3) years after the expiration, termination, or cancellation of this *Agreement*, whichever is longer. Anything contained herein to the contrary notwithstanding, if any litigation, claim, or audit is made, filed, or commenced before the expiration of the specified retention period, *OCHD* shall retain all books, accounts, records, and documentation until all litigation, claims, or audit findings have been resolved and final action taken.

### **Information Requests**

*OCHD* agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

### **Monitoring**

*OCHD* agrees to comply with *IIR* or the federal funding agency monitoring guidelines, protocols, and procedures and to cooperate on all monitoring requests related to this *Agreement*, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. *OCHD* agrees to provide all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this *Agreement*. Further, *OCHD* agrees to abide by reasonable deadlines set for providing the requested documents. Failure to cooperate with monitoring activities may result in sanctions affecting this *Agreement*, including, but not limited to, withholdings and/or other restrictions on reimbursement for *OCHD*'s expenses and termination of the *Agreement*.

### **Audit Requirements**

Subrecipients that expend \$750,000 or more in federal awards annually shall annually engage an independent, licensed certified public accountant to conduct an annual fiscal audit of their

operations. The audit shall be conducted in compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 (Part 200 Uniform Requirements). *OCHD* shall permit *IIR* and/or its auditors to have access to the records and financial statements of *OCHD* as necessary for *IIR* to comply with its oversight and monitoring responsibilities under Part 200 Uniform Requirements. *OCHD* shall submit one (1) copy of the audit package to *IIR* no later than thirty (30) days after receipt from the audit firm.

#### **Audit and Inspection of Records**

*IIR*, the federal funding agency, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives, including, without limitation, independent auditors, shall have the right of timely and unrestricted access to any books, documents, papers, and records of *OCHD* that are pertinent to this *Agreement*, in order to make audits, examinations, excerpts, transcriptions, and copies. This right also includes timely and reasonable access to *OCHD*'s personnel for the purpose of interview and discussion related to such documents.

#### **Corrective Action**

*OCHD* shall take appropriate corrective action within six (6) months after receipt of an audit report (or such shorter period as may be specified by *IIR*) in instances of noncompliance with federal laws and regulations.

#### **Disallowance**

In the event that *OCHD* claims and receives payments from *IIR* hereunder, reimbursement for which is later disallowed by *IIR* or the United States government, *OCHD* shall, upon request, promptly refund to *IIR* the disallowed amount. At its option, *IIR* may offset the amount disallowed from any payment due or to become due to *OCHD*.

#### **Nondiscrimination Requirements, Findings of Discrimination, and Equal Employment Opportunity**

*OCHD* will not discriminate against any employee or applicant for employment or subcontractor or bidder because of actual or perceived age, race, color, national origin, religion, sex, disability, sexual orientation, gender identity, ancestry, or mental or physical disability, and it shall comply with the applicable federal laws and regulations. If, in the three years prior to the date of the grant award supporting this effort, *OCHD* has received any adverse finding of discrimination or should *OCHD* during the active life of this contract receive an adverse finding of discrimination against *OCHD*, after a due process hearing or by reason of a U.S. Department of Justice (DOJ), OJP, Office for Civil Rights compliance review, on the ground of race, color, religion, national origin, or sex, *OCHD* must submit a copy of the finding to *IIR* for review. *IIR* may be required to forward a copy of any such finding of discrimination to the Office for Civil Rights.

*OCHD* certifies that it is either in compliance with the applicable Equal Employment Opportunity Plan (EEOP) requirements or that it claims a complete or a limited exemption from the EEOP requirements and has completed the EEOP Certification Form.

### **Limited English Proficiency**

*OCHD* agrees to take reasonable steps to provide meaningful access to the program/project and activities funded under this *Agreement* for persons with limited English proficiency pursuant to information located at <http://www.lep.gov>.

### **Equal Treatment of Faith-Based Organizations**

By regulation, DOJ prohibits all recipient organizations from using financial assistance from DOJ to fund explicitly religious activities. *OCHD* agrees to avoid such prohibited conduct. For more information, see <https://ojp.gov/about/ocr/partnerships.htm>. Discrimination on the basis of religion in employment is generally prohibited by federal law, but the Religious Freedom Restoration Act is interpreted on a case-by-case basis to allow some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff. Questions in this regard should be directed to the Office for Civil Rights.

### **Arrest and Conviction Records**

Federal and state laws restrict use of arrest and conviction records in the employment context, except when specifically authorized. *OCHD* agrees to avoid the misuse of arrest or conviction records to screen applicants for employment or employees for retention or promotion that may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination unless use is otherwise specifically authorized by law. See [https://ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf) for more details.

### **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)**

*OCHD* will not use and has not used federal appropriated funds to pay at any tier, either directly or indirectly, any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient. *OCHD* shall (i) comply and, for subawards or subcontracts hereunder which exceed \$100,000, require its subcontractors hereunder to comply with the lobbying restrictions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and (ii) ensure that its officers, employees and, for subawards or subcontracts hereunder which exceed \$100,000, its subcontractors hereunder comply with all applicable local, state, and federal laws and regulations governing advocacy of and appearances before any legislative body. None of the funds provided under this *Agreement* shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before local, state, or federal legislatures.

### **Debarment and Suspension**

No contract that equals or exceeds \$25,000 shall be made to parties listed as suspended or debarred in the System for Award Management (SAM). *OCHD* represents that it and its principals are not now and have not been at any time in the last five (5) years suspended, debarred, or otherwise

excluded from receiving federal contracts. *OCHD* shall not knowingly enter into any lower-tier covered transaction with a person or entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

**False Claim; Criminal or Civil Violation**

*OCHD* must promptly refer to *IIR* any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either (i) submitted a false claim for grant funds under the False Claims Act or (ii) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving subaward agreement funds.

**Americans with Disabilities Act (ADA) Requirements**

*OCHD* shall comply with the ADA requirements, which guarantee nondiscrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and *OCHD* programs, activities, and services, including applicable requirements related to website access and use by the disabled.

**Political Activities Prohibited**

None of the funds provided directly or indirectly under this *Agreement* shall be used for any political activities or to further the election or defeat of any candidates for public office. Neither this *Agreement* nor any funds provided hereunder shall be utilized in support of any partisan political activities or activities for or against the election of a candidate for an elected office.

**Prohibited Use of Funds Under 18 U.S.C. § 1913**

*OCHD* will not use any funds awarded by the federal government to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government.

**Personally Identifiable Information**

In order for *IIR* to comply with its obligations related to breaches of information, *OCHD* agrees to immediately report any suspected, actual, or imminent breach of personally identifiable information related to its performance under this *Agreement* to *IIR* and conform with other procedures as required by the “*IIR* Breach of Personally Identifiable Information Procedures” provided to *OCHD* as Attachment C and incorporated by reference here or as may also be required by *OCHD*’s state law.

**Text Messaging**

Pursuant to Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving,” 74 *Federal Register* 51225 (October 1, 2009), DOJ encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by DOJ and to establish workplace safety



policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

### **Trafficking in Persons**

*OCHD* agrees to, at any tier, comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of *OCHD* and any subrecipients or employees of *OCHD* or its subrecipients. The details of *OCHD*'s obligations related to prohibited conduct related to the trafficking of persons are posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

### **Right, Title, and Interest**

*OCHD* shall retain *OCHD*'s copyright in all original works of authorship fixed in any tangible medium of expression that are prepared, developed, or written by *OCHD* as part of the work hereunder. *OCHD* hereby grants to the federal awarding agency through *IIR* (hereafter *IIR*) and to *IIR*'s successors, assigns, and licensees (i) permission to record, by any means, all speeches and presentations made by *OCHD* or others on behalf of *OCHD* as part of the work hereunder and (ii) a nonexclusive, irrevocable, worldwide license to distribute, reproduce, use, display, exhibit, exploit, publish, prepare derivative works, sublicense, sell, and otherwise dispose of the work and all data, reports, research, content, programs, information, speeches and presentations (together with all handouts, outlines, and ancillary materials), articles, papers, documents, products, recordings (including, without limitation, recordings made by *IIR* pursuant to this section), materials (including, but not limited to, written or electronically stored materials or ideas), and other original works of authorship fixed in a tangible medium of expression that are prepared, developed, made, generated, created, written, conceived, originated, furnished, performed, presented, or modified by *OCHD* or others on behalf of *OCHD* as part of or in connection with the work to be performed or furnished under this *Agreement* (collectively referred to as "developments"), anywhere throughout the world, in any medium which exists or which may hereafter be developed, free of any royalty or license fee whatsoever.

*OCHD* acknowledges that this *Agreement* is funded by federal funds and that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use (in whole or in part, including in connection with derivative works) for federal purposes (i) any work subject to copyright developed under an award or subaward and (ii) any rights of copyright to which a recipient or subrecipient purchases ownership with federal support. *OCHD* acknowledges that, unless waived by the federal awarding agency, the federal government has the right to (i) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward and (ii) authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes. Nothing contained herein shall be construed to abridge, modify, or limit the rights of the federal government in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

"Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data – General).

It is the responsibility of *OCHD* (and of each subrecipient, if applicable) to ensure that this condition be included in any subaward under this award. *OCHD* has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill *OCHD*'s obligations to the government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the government such rights, *OCHD* shall promptly bring such refusal to the attention of *IIR* and not proceed with the agreement in question without further authorization from *IIR*.

The parties agree that any breach of either party's obligations related to right, title, and interest may result in irreparable and continuing injury and damage to the affected party for which there will be no adequate remedy at law, entitling the affected party to injunctive relief and a decree for specific performance, together with such other relief as may be proper (including monetary damages).

#### **Patent Rights Clause**

With respect to any subject invention in which *OCHD* or a subaward recipient or subcontractor retains title, the federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

*OCHD* will include this Patent Rights Clause, suitably modified to identify the parties, in all subawards and subcontracts, regardless of tier, for experimental, developmental, or research work. The subaward recipient or subcontractor will retain all rights provided for the award recipient in this clause, and the award recipient will not, as a part of the consideration for awarding the subaward or subcontract, obtain rights in the subaward recipient's or subcontractor's subject inventions. Communication on matters relating to this Patent Rights Clause should be directed to *IIR*, which will review and forward them to the General Counsel, OJP, DOJ.

#### **Association of Community Organizations for Reform Now (ACORN)**

*OCHD* understands and acknowledges that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either ACORN or its subsidiaries, without the express prior written approval of OJP.

#### **Airfare**

*OCHD* understands and acknowledges that no federal funds shall be used to pay for any part of air travel that includes business or first-class seating except as authorized by *IIR* prior to booking such tickets.

#### **Travel Reimbursement; Meals and Lodging**

*OCHD* understands that meal and lodging expenses must conform to the limits established by the U.S. General Service Administration as published at <http://www.gsa.gov>. Authorized travel will be reimbursed in accordance with *IIR*'s Travel Policy for Non-IIR Employees.

**Food and/or Beverages**

*OCHD* understands and acknowledges that for purposes of this award, food and/or beverage expenses are not allowable expenses for training sessions, meetings, conferences, or other similar functions.

**Meeting Rooms and Audiovisual**

*OCHD* understands and acknowledges that utilization of and costs for meeting rooms and audiovisual must comply with the requirements included in the DOJ Grants Financial Guide.

**Event Advance Approval; Expenses and Reporting**

*OCHD* acknowledges that all meetings and events must conform to the guidance in the DOJ Grants Financial Guide. *OCHD* is responsible for providing the necessary information to *IIR* for *IIR* to evaluate and either provide advance approval or disapproval for all events. In the absence of approval, event costs are not allowable costs for reimbursement under this *Agreement* with the exception of commitments entered into in good faith while prior approval was being solicited. If prior approval is not received, *OCHD* is responsible for taking steps to minimize the costs charged to this *Agreement*.

*OCHD* will provide the event information to *IIR* for each event forty-five (45) days prior to the scheduled event by completing *IIR*'s Event Request/Report form (form to be provided by *IIR*). *IIR* will notify *OCHD* of approval/disapproval no later than thirty (30) days prior to the scheduled event. *OCHD* will notify *IIR* if there are changes to the information provided on the Event Request/Report form.

*OCHD* will provide actual event and cost information to *IIR* for each event within forty-five (45) days of event completion. The actual information will be submitted to *IIR* on/with the Event Request/Report form.

**Indemnification**

To the fullest extent permitted by law, each party shall forever indemnify, defend, and hold harmless the other party, its officers, directors, employees, representatives, agents, members, and affiliates and each of its or their heirs, personal representatives, successors, and assigns, from and against any and every claim, demand, liability, loss, damage, action, debt, judgment, execution, cost, and expense (including reasonable attorney fees and court costs), of whatever kind or nature, which may be asserted against or suffered or incurred by the foregoing indemnities, or any of them, and which arise, directly or indirectly, either in law or in equity, as a result of any misrepresentation or breach of any warranty, covenant, obligation, or term by the indemnifying party hereunder, or by reason of any act or omission of the indemnifying party, its officers, employees, subcontractors, subrecipients, representatives, or agents in the performance of the work.

### **Insurance**

Without limiting its obligations hereof, *OCHD* shall procure, maintain, and keep in force during the term hereof the following insurance coverage: (i) workers' compensation insurance in any amount required by law; (ii) employer's liability insurance in amounts required by law; (iii) comprehensive general liability insurance with coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage; (iv) comprehensive automobile liability insurance for owned, hired, or nonowned vehicles used in performance of the work, with a minimum combined single limit of \$1,000,000 for bodily injury and property damage; and (v) all other insurance required by local, state, and federal laws. As used herein "insurance coverage" encompasses self-insurance maintained by government agencies. *OCHD* will provide Certificates of Insurance upon request by *IIR*.

### **Termination Due to Unavailability of Federal Funding**

This *Agreement* is subject to and contingent upon the continuing receipt of federal funds from the federal awarding agency for the purposes set forth herein. If, for any reason, such funds are not granted or appropriated or are suspended, withdrawn, discontinued, limited, impaired, reduced, cancelled, or otherwise made unavailable, in whole or in part, *IIR* may terminate or modify this *Agreement*, in whole or in part, effective immediately upon written notice to *OCHD*. Applicable costs incurred up to the effective date of the termination will be reimbursed by *IIR* in accordance with the compensation clauses detailed in the *Agreement*.

### **Cancellation for Cause**

In the event that either party (i) becomes insolvent, subject to receiverships, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes any misrepresentation hereunder or breaches any warranty, covenant, obligation, or term hereof, including, without limitation, the failure to satisfactorily perform the work within the time requirements specified in this *Agreement*; or (iii) takes or omits to take any action that endangers the timely and satisfactory performance of the work (hereinafter the "defaulting/breaching party"), then the canceling party may, in addition to and not in limitation of all other rights and remedies specified in this *Agreement* or available at law or in equity, cancel all or part of this *Agreement* for cause. Cancellation shall be effective upon written notice to the defaulting/breaching party (or any date specified therein), provided that such cancellation may be exercised only after notice of default or breach to the defaulting/breaching party and the subsequent failure of the defaulting/breaching party, within five (5) business days of such notice, to provide evidence satisfactory to the canceling party that the declared default of breach has been corrected.

### **Termination for Force Majeure**

This *Agreement* is subject to any unforeseeable circumstance beyond the reasonable control of and without fault or negligence of a party which makes it illegal or impracticable for such party to perform its material obligations hereunder (an event of force majeure), including, without limitation, acts of God, war, national emergency, terrorism and/or response thereto, government regulations, strikes, and civil disorder. This *Agreement* may be terminated upon the occurrence of an event of force majeure by written notice from the affected party to the other.

### **Governing Law and Jurisdiction**

This *Agreement* is governed by and shall be construed in accordance with the substantive laws of the United States and the state of Florida, without regard to principles of conflicts of law. The parties irrevocably consent to nonexclusive personal jurisdiction in any court of competent jurisdiction located in Leon County, Florida, with respect to any action arising out of or pertaining to this *Agreement*.

### **Disputes**

Except as otherwise provided in this *Agreement*, any controversy, claim, or dispute arising out of or relating to this *Agreement* shall be resolved through nonbinding mediation and/or binding arbitration. Florida will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. The parties agree to use their best efforts to resolve any disagreement that arises out of this *Agreement* prior to seeking remedy by law.

### **Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

### **Severability**

If any term, covenant, condition, or provision of this *Agreement* is determined to be invalid or unenforceable, then the remaining terms, covenants, conditions, and provisions hereof shall continue to be enforceable to the fullest extent provided by law.

### **Captions**

Captions used in this *Agreement* are provided for convenience of reference only and shall not be used to construe meaning or intent.

### **Waivers and Remedies**

A waiver of any covenant, term, or condition of this *Agreement* shall be valid only if in writing, duly executed by the party to be bound thereby. No waiver of any covenant, term, or condition of this *Agreement* shall be construed to be a waiver of any other covenant, term, or condition, nor shall it be construed to constitute a waiver of any subsequent or continuing breach of the same covenant, term, or condition. All remedies afforded in this *Agreement* shall be taken and construed

as cumulative, that is, in addition to every other remedy provided in this *Agreement* or by law in equity.

**Entireties**

This *Agreement*, which includes Attachments A through F and *OCHD*'s response to the solicitation hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained in this *Agreement*, and this *Agreement* supersedes all previous communications, representations, or agreements, either verbal or written, that may have been made in connection with the subject matter hereof. No modification or amendment of this *Agreement* shall be binding unless the same is in writing and signed by the respective parties hereto.

**Binding Effect**

This *Agreement* shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

**Survival**

Anything contained herein to the contrary notwithstanding, the rights, obligations, representations, warranties, covenants, terms, and provisions shall remain in effect and shall survive the termination, expiration, or cancellation of this *Agreement*, whether by expiration of time, operation of law, or otherwise.

## ATTACHMENT C

### Institute for Intergovernmental Research (IIR) Breach of Personally Identifiable Information Procedures (September 2018)

These procedures apply to any actual, imminent, or attempted but unsuccessful breach of personally identifiable information (PII) created, collected, used, processed, stored, maintained, disseminated, or disclosed by the Institute for Intergovernmental Research (IIR) by IIR employees and those performing efforts on behalf of IIR.

#### Definitions

- **Personally identifiable information** encompasses “personal information,” as may be defined by state law, as well as any other information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual.<sup>1</sup>
- **Breach** means the loss of control over, the unauthorized disclosure or acquisition of, or any similar occurrence affecting IIR PII where:

- (1) An unauthorized user accesses or potentially accesses PII; or
- (2) An authorized user accesses or potentially accesses PII for an other-than-authorized purpose.<sup>2</sup>

“Breach” includes attempted but unsuccessful attempts, events such as the loss or theft of physical documents containing PII, the loss or theft of portable electronic devices storing PII, the inadvertent disclosure of PII on a public website, or oral disclosure of PII to a person not authorized to receive that information.<sup>3</sup> A reported or known incident may, upon investigation, later be determined to have involved a breach of PII.

- **Incident** is an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.<sup>4</sup>

<sup>1</sup> See 2 Code of Federal Regulations (CFR) § 200.79. PII, for breach purposes, may include information about an individual that is available in public sources. The term “PII” is necessarily broad. To determine whether breached information is PII, IIR must perform on a case-by-case basis an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual and applicable federal and state law. PII, for breach purposes, might not include information that is encrypted, secured, anonymized, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable. See, for example, Office of Management and Budget (OMB) M-17-12 at [https://obamawhitehouse.archives.gov/sites/default/files/omb/memoranda/2017/m-17-12\\_0.pdf](https://obamawhitehouse.archives.gov/sites/default/files/omb/memoranda/2017/m-17-12_0.pdf).

<sup>2</sup> OMB M-17-12.

<sup>3</sup> Good-faith access of personal information by an employee or agent of IIR may not constitute a breach, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use. State statutory definitions of “breach” must also be reviewed in states where IIR employees or those performing efforts on behalf of IIR deal with PII (e.g., Section 501.171, Florida Statutes, and Tennessee Code § 47-18-2107).

<sup>4</sup> OMB M-17-12.

## **IIR Breach Standards**

**IIR shall take reasonable measures to protect and secure data in electronic or any other form containing PII and shall promptly respond to any suspected or actual breach of PII.**

In handling PII, IIR is responsible for providing information security protections against the harm resulting from the unauthorized access, use, disclosure, disruption, modification, or direction of:

- (1) Information collected or maintained by IIR or on behalf of entities for which IIR is performing services or efforts.
- (2) Information systems used or operated by IIR on behalf of entities for which IIR is performing services or efforts.

**Any third party acting on behalf of IIR who handles, maintains, or accesses systems for IIR that contain PII shall follow these IIR standards and procedures.**

**Any reported suspected or actual breach of PII involving IIR operations or the operations of those acting on behalf of IIR must be promptly addressed.** IIR will conform with all required breach notifications or other obligations related to IIR breaches of PII, as defined by applicable federal and state laws.<sup>5</sup>

**All IIR employees and any other individuals handling, maintaining, or accessing PII on behalf of IIR at any location shall immediately report a suspected or confirmed breach in any form to the IIR Chief Information Officer (CIO).** Do not wait for confirmation that a breach has in fact occurred before reporting a suspected breach to the CIO. Undue delay may undermine IIR's ability to apply preventative and remedial measures to protect the PII or reduce the risk of harm to potentially affected individuals.

**Any misplaced, lost, or potentially stolen device containing PII should be reported to the CIO immediately, even if there is a belief that the device may later be located.**<sup>6</sup> If the CIO is unavailable, notify an IIR manager. That manager must then promptly ensure that appropriate IIR IT security personnel are immediately notified.

The CIO will notify the IIR Chief Executive Officer (CEO) of the actual or suspected breach and take appropriate steps to respond to any actual or suspected breach, including ensuring that required notifications are timely made.<sup>7</sup> The CIO may enlist the assistance of others within IIR to help implement a prompt and effective response to a breach and to ensure that applicable federal and state law requirements are met. The response of IIR shall

<sup>5</sup>Section 501.171, Florida Statutes, applies to IIR's Florida activities, since IIR is a Florida corporation. Tennessee Code § 47-18-2107 applies to IIR's Tennessee-sited activities. Statutes of other states in which IIR employees or agents handle PII may also apply on a case-by-case basis.

<sup>6</sup>Such devices include, but are not limited to, laptops, tablets, and cell phones.

<sup>7</sup>Notices may be required by federal or state law, grant special conditions, or government rules or regulations.



take into account the nature of the breach, the context in which the PII has been breached, and the actual or probable risk of harm to individuals potentially affected by a breach.<sup>8</sup>

Failure by IIR employees to conform with these requirements may result in discipline. Failure by entities under contract with IIR to conform with applicable requirements may result in termination of their contractual status.

#### **Compliance With Federal Grant Breach Notification Requirements**

When IIR, as a grant recipient, uses or operates a federal information system<sup>9</sup> or creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of a federal award, IIR shall ensure that its procedures to respond to a breach are followed and that IIR conforms with any terms and conditions imposed by its client(s) in the event of a breach.

As required by federal grant conditions, IIR must report an actual or imminent breach of PII to an Office of Justice Programs (grant) Program Manager no later than 24 hours after an occurrence of an actual breach or the detection of an imminent breach.

#### **Compliance With State Notice Requirements**

IIR and entities acting on behalf of IIR shall ensure that they comply with all notification obligations required by state law applicable to the site in which IIR activities involving PII are occurring.

#### **After-Action Report**

The IIR CIO shall conduct an internal analysis of any attempted or actual breach of PII collected or maintained by IIR to determine whether additional security standards or other procedures are needed and whether all required actions, notifications, and responses have occurred in a timely fashion. The CIO should forward a formal written after-action report to the IIR CEO, including any suggested revisions to current procedures or needed additional security standards.

<sup>8</sup> For example, a generic list of law enforcement personnel and their associated office phone numbers may not be of concern. However, a list of law enforcement personnel engaged in undercover investigations, a list revealing family members or residential addresses, and PII revealing personal medical information are of concern.

<sup>9</sup> See OMB Circular A-130.

**Institute for Intergovernmental Research  
Subcontractor Reporting Data Sheet—Attachment D**

<b>SECTION 1—General Questions</b>		
	Description of information required	
Subcontractor Name	Oneida County Health Department	
Subcontractor DUNS Number	07-581-4186	
Amount of Subcontract	\$600,000.00	
Start Date of Subcontract	9/1/2019	
End Date of Subcontract	8/31/2021	

<b>SECTION 2—Applicability for Sub Reporting of Compensation Information</b>	
<p align="center"><b>QUESTION 1:</b></p> <p>During your preceding fiscal year, did your company (under this DUNS#) receive:                      (a) 80 percent or more of your annual gross revenues in federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; <u>AND</u>                      (b) \$25,000,000 or more of your annual gross revenue from federal awards?                      -----                      If both (a) <u>AND</u> (b) are yes, enter "YES"; if <u>not</u>, enter "NO" in the space to the right.</p>	NO
<p align="center"><b>QUESTION 2:</b></p> <p>Does the public have access to information about the compensation of the top five highest-paid executives of your company through periodic reports filed under <u>EITHER</u> Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) <u>OR</u> Section 6104 of the Internal Revenue Code of 1986 [26 USC § 6104].                      -----                      Enter either "YES" or "NO" in the space to the right.</p>	YES
<p><i>If you answered "YES" to question 1 <u>AND</u> you answered "NO" to question 2 above, then enter the data in Section 3 below. If you have any other combination of answers to questions 1 and 2, then you do not need to complete Section 3.</i></p>	

<b>SECTION 3—Compensation of Highly Compensated Officers</b>	
Enter the names of the top five highly compensated officers in descending order:	Enter total compensation* earned in the preceding fiscal year per the instructions below:

**\*Total Compensation shall be calculated based on the sum of (1) through (6) below:**

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation, which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

## Attachment E



### OFFICE FOR CIVIL RIGHTS

Office of Justice Programs  
U.S. Department of Justice  
810 7th Street, NW  
Washington, DC 20531

Tel: (202) 307-0690  
TTY: (202) 307-2027  
E-mail: [askOCR@usdoj.gov](mailto:askOCR@usdoj.gov)  
Website: [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr)

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#### OCR Letter to All Recipients

September 28, 2018

Ms. Gina Hartsfield  
Institute for Intergovernmental Research  
P.O. Box 12729  
Tallahassee, FL 32317-2729

Dear Ms. Hartsfield:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

#### Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

#### Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

### Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

### Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, *Partnerships with Faith-Based and Other Neighborhood Organizations*, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAA's and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

### Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013)*, available at [https://ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

### Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), 205(c)(5)).

#### Meeting the EEOP Requirement

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at [EEOPforms@usdoj.gov](mailto:EEOPforms@usdoj.gov).

#### Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

#### Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
SHEET  
Cooperative Agreement

PAGE 2 OF 15

PROJECT NUMBER 2017-AR-BX-K003

AWARD DATE 09/28/2018

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

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3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fints.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.





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11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4-14 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
29. The recipient understands and agrees to track and report data on all training and technical assistance activities and deliverables using the guidance, format, or tool provided by the Program Office or OJP.
30. The recipient agrees to budget funds for one staff representative to attend BJA's Annual Training and Technical Assistance Providers' Meeting once a year for two to three (2-3) days in Washington, D.C. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.
31. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.



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32. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
  
33. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.



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34. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

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35. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

36. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

37. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2017-AR-BX-K003 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

38. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.





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39. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
40. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

41. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

42. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
43. Avoidance of duplication of networks
- To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.



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44. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

45. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

46. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

47. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

48. The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and advises OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Adjustment Notice (GAN) upon completion of the OCFO final budget review.

If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.



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*SPECIAL CONDITIONS*

49. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

50. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
51. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
52. Withholding of funds: Certification with respect to federal taxes

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until a Grant Adjustment Notice (GAN) has been issued to remove this condition.

The certification must be dated, and must indicate the full name and title of the signer, as well as the full legal name of the recipient.

*KAH*



U.S. Department of Justice  
Office of Justice Programs  
*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File  
**From:** Orbin Terry, NEPA Coordinator  
**Subject:** Categorical Exclusion for Institute for Intergovernmental Research

Awards under the Comprehensive Opioid Abuse Program (COAP) will be used improve collaboration and strategic decision-making of regulatory and law enforcement agencies and public health officials to address prescription drug and opioid misuse, save lives, and reduce crime.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- 1) New construction.
- 2) Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- 3) A renovation that will change the basic prior use of a facility or significantly change its size.
- 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- 5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

## Attachment F

### Bureau of Justice Assistance's Comprehensive Opioid Abuse Program

# Partnerships to Support Data-driven Responses to Emerging Drug Threats

## Grant Overview and Application

### Overview of Funding Opportunity

The opioid crisis is an evolving drug epidemic that impacts the health of individuals and the safety of communities. To respond effectively to this multifaceted challenge, local public health, behavioral health, and public safety stakeholders need access to timely and accurate information of the drug environment at the community level. These stakeholders have distinct and complementary roles and their effective use of near-real-time data, to include fatal and nonfatal overdoses, can save lives and allow for coordinated and tailored responses. This data can be used to:

- ◀ Identify trend data at the community and regional levels that guide public health, behavioral health, and public safety response efforts, including prevention.
- ◀ Support public health and public safety partnerships that can rapidly respond to emerging drug threats.
- ◀ Prioritize outreach efforts to high-risk populations and communities/regions most impacted.
- ◀ Assess the impact of intervention strategies and the evolving nature of the drug environment.

The **Partnerships to Support Data-driven Responses to Emerging Drug Threats** solicitation is designed to demonstrate how local public health, behavioral health, and public safety agencies can collect and analyze near real-time data and develop rapid responses that use public health, behavioral health, and public safety strategies to reduce overdose deaths in the applicant community and guide public safety and public health responses. As a part of this effort, applicants will also be required to assess the impact of intervention strategies through evaluation and performance measurement.

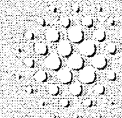
The primary focuses of this initiative are preventing and reducing overdose deaths associated with opioids, including illicit fentanyl, and advancing a shared understanding of the patterns and characteristics of problem drug use in a local community. Applications should demonstrate an understanding of the dynamic nature of substance abuse in a community and shifting drug markets. Communities that are experiencing a shift away from a drug market dominated by opioids towards an increase in cocaine and/or methamphetamine abuse are also encouraged to apply.

The Institute for Intergovernmental Research (IIR) is releasing this solicitation on behalf of the U.S. Department of Justice, Bureau of Justice Assistance (BJA). Under this solicitation, up to six communities will be selected for an award of up to \$600,000 each for a 24-month time period. This solicitation is part of a series of solicitations to support national demonstration collaborations to build local capacity and support innovation. Please see the **ODMAP Statewide Expansion and Response** Grant solicitation for other funding opportunities released as part of the effort.

### Eligibility

Applicants are limited to units of local government and federally recognized Indian tribal governments (as determined by the Secretary of the Interior). All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Current Comprehensive Opioid Abuse Program (COAP) training and technical assistance (TTA) grantees, their contractors, and consultants are ineligible to apply for this award.



BJA's Comprehensive

**Opioid Abuse**  
Program

## Applicant Requirements

The intent of this solicitation is for public health and public safety stakeholders to adopt a shared goal of building partnerships that guide data analysis activities and response planning. All stakeholders are expected to be accountable for implementation and for identifying short- and long-term goals based on the data analysis.

We seek applicants that demonstrate the following:

1. **Willingness to form an organizational structure that includes, at a minimum, public safety, public health, and behavioral health agency representatives and data analysts who agree to work collaboratively on the proposed initiative.** The structure may vary, but communities will want to consider the following organizational structure:

- An executive leadership group that will provide strategic oversight and execute decision-making authority for this initiative. This group is expected to meet monthly, when necessary; and
- A data-focused workgroup composed of midlevel management staff and data analysts who will meet at least monthly to achieve the data analysis goals of the project; and
- A larger stakeholder group that will meet quarterly to ensure that community perspectives are considered in the project.

Applicants are encouraged to use existing interagency workgroups, where possible, such as a local criminal justice coordinating council or a local opioid taskforce or drug coalition. The exact composition of the executive leadership group, data-focused workgroup, and stakeholder group may vary by locality but will generally include representatives from local and state agencies (where applicable), including:

- Department of health
- Department of behavioral health or county/city substance use treatment authority
- Department(s) of social and/or human services
- Prosecutor's office
- Law enforcement (e.g., sheriff's office and/or police department)
- Jail or detention center

- Departments of probation, parole, and/or community corrections
- Public and/or private hospital system(s)
- Emergency medical services
- Child protective services (CPS)
- Housing and/or homeless services
- Medical examiner/coroner's office

2. **Capacity to support the level of coordination needed to effectively coordinate and sustain cross-disciplinary initiatives.** Initiatives supported by this funding opportunity will require a considerable administrative component, and a project coordinator is necessary to provide project management and alignment. Applicants must identify a project coordinator to serve as the operational coordinator of the initiative, guiding the development of the project, formalizing processes to support cross-agency collaboration, and conducting outreach to stakeholders. The project coordinator must dedicate 100 percent of his or her time to this initiative. The coordinator position should be housed in an agency with existing data-sharing and analytic expertise. The coordinator may be best situated within the agency contributing most of the data (i.e., health department or law enforcement agency) or centrally located within the local government administration office. Because of the timeline of this project, applicants that identify an existing employee as the project coordinator will be given priority consideration so that project start-up time is minimized.

BJA anticipates that the project coordinator will:

- Guide the planning and implementation of the local initiative, including a comprehensive, cross-agency strategy for achieving the goals and objectives of the initiative.
- Conduct outreach to officials in key agencies to gain support for the formal development of the initiative.
- Cultivate and maintain effective partnerships with key public health/behavioral health staff and public safety/criminal justice staff members to achieve the goals and objectives of the initiative, with strategic attention to cross-agency data sharing and data integration.
- Coordinate and convene the executive leadership group, the workgroup, and required subgroups of the initiative and ensure follow-up to key action items and proposals.

- Guide the development, evaluation, and improvement of business processes, policies and procedures, and other protocols commonly associated with information management and data sharing, integration, and analysis.
  - Maintain partnerships with internal and external partners such as other city, county, and state agencies; community organizations; advocacy groups; and nonprofit organizations, foundations, and private entities.
  - Establish a communication strategy to provide policymakers, practitioners, and the public with information about the initiative.
  - Serve as the primary point of contact for the initiative and provide monthly progress and outcome data to BJA, the Centers for Disease Control and Prevention (CDC), and their consortium partners via IIR.
  - Collect, share, and report performance measurement data.
  - Document challenges in implementation and successful strategies developed.
  - Submit semiannual progress reports to be submitted to federal funders and ensure timely submission of all reporting elements.
3. **Commitment to collecting, sharing, and analyzing near-real-time data from—but not limited to—public health and public safety agencies to provide a rich understanding of the local drug environment and its impact on public safety and the health and well-being of the citizens in the applicant community. Applicants are encouraged to utilize as many relevant data sets as possible to achieve the goals and objectives of the initiative.**
  4. **Willingness to use the data analysis findings to identify and prioritize public health, behavioral health, and public safety responses that can meaningfully reduce overdose deaths in the applicant community and achieve other public safety and public health goals. Jurisdictions will be required to use the tools and guidance developed by CDC/CDC Foundation on public health and public safety collaboratives.**
  5. **Willingness to work directly with BJA; its federal partners, including the U.S. Department of Health and Human Services and the Centers for Disease**

**Control and Prevention; and their consortium of national experts and technical assistance providers, to deepen our collective understanding of effective intervention strategies at the community level.**

## Allowable Activities

Each project will include a planning and implementation phase. A description of expected deliverables during each phase follows.

### Planning Phase

Each site will have a planning phase of no longer than six months. For purposes of budgeting, \$100,000 of the award will be released at the time of award to support activities during the planning phase, including support for the mandatory project coordinator. The balance of the award will not be released by IIR until all of the required components of the planning phase are completed and BJA has approved the detailed budget for the implementation phase. Selected sites will submit the revised budget and budget narrative and other planning documents to IIR at the completion of the planning phase.

During the planning phase, participating sites will be required to:

- ↳ Identify a project coordinator.
- ↳ Convene key staff and agency leaders from public safety, public health, behavioral health, criminal justice, and other relevant sectors. The organizational structure may vary somewhat from site to site, although the following structure is recommended:
  - An executive leadership group that will provide strategic oversight and execute decision-making authority for this initiative. This group will typically meet monthly
  - A data-focused workgroup composed of midlevel management staff and data analysts who will meet at least monthly to achieve the data analysis goals of the project
  - A larger stakeholder group that will meet quarterly to ensure that community perspectives are considered in the project
- ↳ Participate in the first peer-to-peer convening of all sites selected in Washington, DC. This convening will likely occur in the fourth month of the project.

- ✦ Develop a catalogue of local and state data sets that can inform the initiative and establish or expand an information sharing structure that allows for the exchange of real-time public health and public safety data sets related to the opioid epidemic.
- ✦ Develop a shared understanding of current public safety, behavioral health, and public health practices related to substance abuse and misuse.
- ✦ Identify a set of discrete strategies, based on the data, that will be the initial priority focus of the workgroup.
- ✦ Establish a set of agreed-upon performance measures that will enable an objective, empirical evaluation of the achievement of the agreed vision and report them quarterly to BJA.

At the end of the planning phase, participating sites will have:

- ✦ Demonstrated engagement of local leaders in the planning process, including participation in key planning meetings, and ongoing commitment to the implementation process.
- ✦ Established an organizational structure to regularly review data and establish strategic direction and met at least four times locally. If a site is using an existing workgroup, this requirement may be modified post-award.
- ✦ Conducted a comprehensive analysis of available data and achieved consensus on new and established data sets that will be used to support the goals and objectives of the workgroup.
- ✦ Established preliminary areas of focus for the workgroup. This may involve interventions that prioritize a specific geographic area or an at-risk population.
- ✦ Received approval from BJA on a final budget. This final budget will include a budget and a budget narrative that details how the remainder of the budget will be spent supporting implementation.

## Implementation Phase—Data Collection and Analysis

Applicants may propose a variety of approaches to collect and analyze timely data to inform decision making. However, the primary focus should be on data that is near-real-time (no more than one to two months old). Some applicants may need to build new partnerships and capabilities to gain timely access to data. This may include

both public safety data (e.g., drug arrest data, jail intake data, drug testing data, child welfare administrative data, drug-related prosecutions) or public health and behavioral health data (e.g., accidental overdose deaths, naloxone deployments, emergency department admissions for suspected overdoses, substance use disorder treatment admissions). Applicants may use funds to develop or enhance real-time data collection or data analysis. Examples of activities that could be considered can be found below. This list is intended to be illustrative of site-level interventions but not comprehensive.

- ✦ Establish an overdose fatality review team or enhance an existing overdose fatality review team. Local overdose fatality review teams have been used throughout the United States to examine the circumstances surrounding unintentional fatal drug overdoses providing additional context to the shared aggregate data. These reviews are used to identify missed opportunities for prevention and gaps in local service deliveries in order to identify and inform strategies and coordination needed to prevent future overdoses.
- ✦ Conduct rapid assessment to quickly gather data in response to a question or crisis requiring timely intervention, such as a spike in overdoses. Assessments may include semistructured interviews with service providers working with people who use drugs, public safety officials, treatment providers, emergency department staff members, and other stakeholders in targeted geographic areas.
- ✦ Conduct testing of drug paraphernalia such as syringes or glassine bags that are collected from syringe exchange programs or from public areas, where the syringe users are anonymous.
- ✦ Collaborate with medical examiners or coroners to expedite access to preliminary data on suspected overdose deaths prior to forensic toxicology data. Some communities have found that suspected counts of opioid overdose deaths may be obtained earlier because of the distinctive clinical and scene characteristics of opioid overdoses.
- ✦ Expedite toxicology analysis and utilize screening kits and new technology for potential novel or counterfeit drugs.
- ✦ Administer voluntary, anonymous interviews to and collect urine specimens from arrestees in a booking facility or jail on a monthly or quarterly basis to assess the dimension of the local substance abuse problem.



- ✦ Implement the Overdose Detection Mapping Application Program (ODMAP). ODMAP provides near-real-time suspected overdose data across communities to support public safety and public health efforts to mobilize an immediate response to a sudden increase, or spike, in overdose events. This tool is offered for free by the Washington–Baltimore High Intensity Drug Trafficking Area (HIDTA) program and is available only to government (state, local, federal, or tribal) agencies serving the interests of public safety and health.
- ✦ Implement systems to identify infants and children exposed to parental opioid use.

### Implementation Phase—Implement Rapid Responses

The following list is provided as an example of the types of rapid responses that may be supported with funds. Applicants are not expected to define the responses that they anticipate implementing in their initial applications. The expectation is that the responses will largely be defined by the data collected during the planning phase and throughout the life of a project. The following list is provided as an illustrative example to enable applicants to understand the types of rapid responses anticipated. Responses may be shaped by de-identified data or identifiable data, depending on the local focus and priorities.

- ✦ Establish a coordinated rapid response team to respond to spikes in overdoses, overdose-related deaths, or emerging drug threats.
- ✦ Support outreach teams to follow up with individuals at risk of overdose, particularly those who have just experienced nonfatal overdoses. Such teams may include first responders or law enforcement officers, medical staff members, community health workers, and clergy. The appropriate composition of these teams will vary by community.
- ✦ Develop partnerships among public safety and first responders and school and/or community partners to identify risk from adverse childhood experiences, and leverage partnerships to connect individuals and families at risk with necessary prevention resources.
- ✦ Facilitate early and rapid identification of families who have been referred to CPS and are in need of services (within 10 days of CPS referral) and rapid access to substance use disorder treatment (within 48 hours of receiving a behavioral health assessment).

- ✦ Expand or enhance models of care that have demonstrated effectiveness in serving young children living in households with a history of substance misuse.
- ✦ Provide naloxone, education, and technical assistance to individuals in government agencies, homeless shelters, educational institutions, community-based and multiservice organizations, health-care institutions, public safety organizations, drug treatment programs, and syringe exchange programs.
- ✦ Create a strategic public health campaign for targeted populations or professions.

### Selection Criteria

IIR is committed to ensuring a fair and open process for making awards. Submitting a project proposal does not guarantee project funding. BJA and IIR will evaluate all proposals submitted by the application due date to make award selections. Applications will be reviewed and scored by IIR staff members and peer reviewers, with final review and approval by BJA. All selection decisions are final. BJA reserves the right to make any final decisions regarding all subawards and any aspects of a subaward.

Applicants will be evaluated based on the following criteria:

#### Statement of the Problem (10 percent of score)

The applicant should describe its current drug environment based on existing data, the challenges motivating the community to participate in the demonstration project, the need for federal funds, and any alignment between the proposed project and existing strategic plans or initiatives.

#### Leadership and Commitment (30 percent of score)

The applicant should describe the lead agency (or agencies) for this initiative and why this agency is best suited to lead this effort.

Applicants should also describe how they will develop a multidisciplinary workgroup.

NOTE: Communities that demonstrate that they have an existing coordinating body, such as a criminal justice coordinating council, an opioid task force, or another planning body with demonstrated capacity and willingness

to plan across the criminal justice and behavioral health continuum, will receive priority consideration.

Applicants also should describe the proposed project coordinator position and the duties of this individual.

NOTE: Communities that propose a project coordinator who is already employed by the lead agency and experienced in leading multidisciplinary workgroups will be given priority consideration.

Finally, applicants should agree to work directly with BJA and other federal partners, including the CDC, and their consortium of national experts and technical assistance providers.

### Project Plan (30 percent of score)

Applicants should describe their proposed plans for convening key staff members and agency leaders from the public safety, public health, behavioral health, criminal justice, and other relevant sectors. The organizational structure may vary somewhat from site to site, although the following structure is recommended:

- ◀ An executive leadership group that will provide strategic oversight and execute decision-making authority for this initiative. This group will typically meet monthly;
- ◀ A data-focused workgroup composed of midlevel management staff and data analysts that will meet at least monthly to achieve the data analysis goals of the project; and
- ◀ A larger stakeholder group that will meet quarterly to ensure that community perspectives are considered in the project.

Applicants also should describe the types of public safety and public health data they anticipate collecting and any potential barriers to implementation.

NOTE: Applicants that demonstrate their ability to access more than one data set that can be updated at least once a month, if not weekly or daily, as well as the ability to begin collecting this data within six months of project initiation, will be prioritized.

### Data Collection and Analytic Capacity (20 percent of score)

Applicants should indicate their data collection and analytic capacity. This should include a description of each

applicant's infrastructure for information management and data collection, as well as the personnel resources available for data analysis.

### Project Budget (10 percent of score)

Budgets should be complete, cost-effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). Budget narratives should demonstrate cost-effectiveness in relation to potential alternatives and the goals of each project.

The budget submitted with an application is not expected to be a final budget with the full budget detail, since the appropriate rapid responses cannot be identified until data collection is complete. Applicants should follow the guidance below in developing an initial budget and a budget narrative:

Your initial budget also should include expenses to complete all of the activities required in the planning phase up to \$100,000. Salary and benefits for the project coordinator during the planning phase is an allowable expense.

Your initial budget also should include support for six staff members to attend three face-to-face meetings of the selected demonstration sites over the course of the project. These meetings are anticipated to be three days in length, including travel time, and will be held in Washington, DC. Include all required travel expenses (e.g., airfare, taxi, hotel expenses, and food based on the allowable federal per diem rates for Washington, DC).

In addition to three meetings above, applicants also should budget for three staff members to attend two national meetings over the course of the project. For budgeting purposes, the two additional meetings should be budgeted for four days in length, including travel time, and should be budgeted based on the per diem associated with Washington, DC.

The balance of the budget (up to \$600,000) should be noted in the "other" category of the budget as "reserved for rapid response activities."

IIR will initially release up to \$100,000 of the \$600,000 for allowable costs for the planning phase. Funding for activities outside the scope of the planning phase will be held until the planning phase is complete. Selected sites will submit

a revised detailed budget and budget narrative and other planning documents to IIR at the completion of the planning phase. The balance of the award will not be released by IIR until all of the required components of the planning phase are completed and BJA has approved the detailed budget for the implementation phase.

## Mandatory Project Narrative

Responses to the project narrative question must be submitted via the attached PDF form (see page 11) by 5:00 p.m., ET, on July 15, 2019. All other required documents must be submitted via email to [COAP@iir.com](mailto:COAP@iir.com).

## Additional Mandatory Application Requirements

### Budget and Associated Documentation

The Budget Detail Worksheet and the Budget Narrative are now combined in a single document, collectively referred to as the Budget Detail Worksheet. The Budget Detail Worksheet is a user-friendly, fillable, Microsoft Excel-based document designed to calculate totals. In addition, the Excel workbook contains worksheets for multiple budget years that can be completed as necessary. All applicants should use the Excel version when completing the proposed budget in their applications, except in cases in which an applicant does not have access to Microsoft Excel or experiences technical difficulties. In such cases, the applicant should use the 508-compliant accessible Adobe Portable Document Format (PDF) version. Both versions of the Budget Detail Worksheet can be accessed at <https://ojp.gov/funding/Apply/Forms/BudgetDetailWorksheet.htm>.

The Budget Detail Worksheet should provide the detailed computation for each budget line item, listing the total cost of each and showing how it was calculated by the applicant. For example, costs for personnel should show the annual salary rate and the percentage of time devoted to the project for each employee paid with federal funds. The Budget Detail Worksheet should present a complete itemization of all proposed costs.

For questions pertaining to budget and examples of allowable and unallowable costs, see the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm>. The budget summary page must reflect the

amounts in the budget categories as included in the Budget Detail Worksheet. These amounts should mirror the amounts in the Budget Narrative.

Year 1 (12 months) is defined as September 1, 2019, to August 30, 2020. Year 2 (12 months) is defined as September 1, 2020, to August 30, 2021.

Applicants should budget for six staff members to attend three face-to-face meetings of the selected demonstration sites over the course of the project. These meetings are anticipated to be three days in length, including travel time, and will be held in Washington, DC.

In addition to three in-person demonstration site meetings, applicants should budget for three staff members to attend two national meetings over the course of the project. For budgeting purposes, the two additional meetings should be budgeted for four days in length, including travel time, and should be budgeted based on the per diem associated with Washington, DC.

This document should be emailed to [COAP@iir.com](mailto:COAP@iir.com).

### Indirect Cost Rate Agreement (If Applicable)

Indirect costs may be charged to an award only if:

- a. The recipient has a current (unexpired), federally approved indirect cost rate; or
- b. The recipient is eligible to use, and elects to use, the "de minimis" indirect cost rate described in the Part 200 Uniform Requirements, as set out at 2 CFR 200.414(f).

An applicant with a current (unexpired) federally approved indirect cost rate must attach a copy of the indirect cost rate agreement to the application. An applicant that does not have a current federally approved rate may request one through its cognizant federal agency, which will review all documentation and approve a rate for the applicant entity, or, if the applicant's accounting system permits, the applicant may propose to allocate costs in the direct cost categories.

Certain OJP recipients have the option of electing to use the de minimis indirect cost rate. An applicant that is eligible to use the de minimis rate and wishes to use it should attach written documentation to the application that advises OJP of both (1) the applicant's eligibility to use the de minimis rate and (2) its election to do so. If an eligible applicant

elects the de minimis rate, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. The de minimis rate may no longer be used once an approved federally negotiated indirect cost rate is in place. (No entity that ever has had a federally approved negotiated indirect cost rate is eligible to use the de minimis rate.) For the de minimis rate requirements (including information on eligibility to elect to use the rate), see the Part 200 Uniform Requirements at 2 CFR 200.414(f).

This document should be emailed to [COAP@iir.com](mailto:COAP@iir.com), if applicable.

### Letters of Support and/or Memoranda of Understanding/Agreement (Required)

Applicants should attach letters of support and/or an interagency agreement between the partner agencies and offices to show commitment to participate in the project. The letters or interagency agreement should clearly articulate the level of involvement each agency will have in the proposed project. The letters should be combined into one document and emailed to [COAP@iir.com](mailto:COAP@iir.com).

### Project Timeline (Required)

Attach a Project Timeline (with an estimated start date of September 1, 2019) with each project activity, expected completion date, and responsible person or organization. This document should be emailed to [COAP@iir.com](mailto:COAP@iir.com).

### Applicant Certification (Required)

The applicant agency must provide a statement of assurance signed by the authorized representative of the applicant organization stating that:

Federal funds made available through this award will not be used to supplant state, local, or tribal funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the activities addressed in the application.

There has been appropriate coordination with all affected agencies.

The project coordinator will agree to work with BJA and its representatives as well as the selected BJA COAP training and technical assistance provider(s) and partner agencies.

This document should be emailed to [COAP@iir.com](mailto:COAP@iir.com).

### Accounting System and Financial Capability Questionnaire (Required)

All applicants must download, complete, and submit this form: <http://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf>.

### Research and Evaluation Independence and Integrity (If Applicable)

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant must demonstrate independence and integrity regarding both this proposed research and/or evaluation and any current or prior related projects.

Each application should include an attachment that addresses both i. and ii. below.

- i. For purposes of this solicitation, each applicant is to document research and evaluation independence and integrity by including one of the following two items:
  - a. A specific assurance that the applicant has reviewed its application to identify any actual or potential apparent conflicts of interest (including through review of pertinent information on the principal investigator, any co-principal investigators, and any subrecipients), and that the applicant has identified no such conflicts of interest—whether personal, financial, or organizational (including on the part of the applicant entity or staff members, investigators, or subrecipients)—that could affect the independence or integrity of the research, including the design, conduct, and reporting of the research.

OR

- b. A specific description of actual or potential apparent conflicts of interest that the applicant has identified—including through review of pertinent information on the principal investigator, any co-principal investigators, and any subrecipients—that could affect the independence or integrity of the research, including the design, conduct,

or reporting of the research. These conflicts may be personal (e.g., on the part of investigators or other staff members), financial, or organizational (related to the applicant or any subrecipient entity). Some examples of potential investigator (or other personal) conflict situations are those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict) or an investigator would be in a position to evaluate the work of a former or current colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization would not be given an award to evaluate a project if that organization had itself provided substantial prior technical assistance to that specific project or a location implementing the project (whether funded by OJP or other sources) because the organization in such an instance might appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability of an evaluation or research product is a problem and must be disclosed.

- ii. In addition, for purposes of this solicitation, each applicant must address possible mitigation of research integrity concerns by including, at a minimum, one of the following two items:
  - a. If an applicant reasonably believes that no actual or potential apparent conflicts of interest (personal, financial, or organizational) exist, then the applicant should provide a brief narrative explanation of how and why it reached that conclusion. The applicant also must include an explanation of the specific processes and procedures that the applicant has in place, or will put in place, to identify and prevent (or, at the very least, mitigate) any such conflicts of interest pertinent to the funded project during the period of performance. Documentation that may be helpful in this regard may include organizational codes of ethics/conduct and policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

OR

- b. If the applicant has identified actual or potential apparent conflicts of interest (personal, financial, or organizational) that could affect the independence and integrity of the research, including the design, conduct, or reporting of the research, the applicant must provide a specific and robust mitigation plan to address each of those conflicts. At a minimum, the applicant is expected to explain the specific processes and procedures that the applicant has in place, or will put in place, to identify and eliminate (or, at the very least, mitigate) any such conflicts of interest pertinent to the funded project during the period of performance. Documentation that may be helpful in this regard may include organizational codes of ethics/conduct and policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

OJP will assess research and evaluation independence and integrity based on considerations such as the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the applicant entity (and any subrecipients) in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

This document should be emailed to [COAP@iir.com](mailto:COAP@iir.com), if applicable.

## Post-Award Requirements

### Monthly Collaborative Calls

The recipient of the funds will be required to have the project coordinator participate in a monthly call with BJA policy advisors, CDC staff members, and the IIR project manager. These calls will last no more than 1.5 hours. Additional staff members may choose to participate.

### Quarterly and Final Reporting

The recipient of funds under this solicitation will be required to submit monthly progress reports, quarterly financial reports, quarterly performance measures, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements (<https://ojp.gov/funding/Part200UniformRequirements>).

[htm](#)) or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent.

## Confidentiality and Human Subjects Protection

Any recipient of an award under this solicitation will be required to comply with the U.S. Department of Justice regulations on confidentiality and human subjects' protection. See Evidence, Research, and Evaluation Guidance and Requirements at <https://ojp.gov/funding/Explore/SolicitationRequirements/EvidenceResearchEvaluationRequirements.htm>. All funded applicants will be required to provide documentation of compliance with this requirement prior to commencing data collection.

## Applicable Federal Laws and Regulations

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law. Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. Additional information for each requirement can be found at <https://ojp.gov/funding/index.htm>.

## Applicant Resources

Applicants interested in reviewing an established model of local, multidisciplinary efforts may find it useful to review the technical assistance manual for New York City's RxStat initiative at <http://www.pdmpassist.org/pdf/RxStat.pdf>.

## Application Process

**Apply online:** <http://s.iir.com/5QzJ7HbE>

**Applicant webinar:** May 30, 2019, at 11:00 a.m., ET. Registration for the webinar is required. Please register for the webinar at <http://s.iir.com/pkwDjJ3S> and submit questions in advance of the webinar to [COAP@iir.com](mailto:COAP@iir.com) no later than May 25, 2019. Emails containing questions should include the name and agency of the submitter, the email address, and the question(s).

**Applications due:** July 15, 2019, at 5:00 p.m., ET

**Review of applications:** June 27, 2019, through August 1, 2019

**Notification of awards:** No later than August 15, 2019

**Projects begin:** September 2019

## Application Checklist

- \_\_\_\_\_ Partnerships to Support Data-driven Responses to Emerging Drug Threats Application Form (page 11)
- \_\_\_\_\_ Budget Detail Worksheet (see page 7)
- \_\_\_\_\_ Indirect Cost Rate Agreement (if applicable; see page 7)
- \_\_\_\_\_ Time/Task Plan (see page 8)
- \_\_\_\_\_ Applicant Certification (see page 8)
- \_\_\_\_\_ Accounting System and Financial Capability Questionnaire (see page 8)
- \_\_\_\_\_ Letters of Support (see page 8)
- \_\_\_\_\_ Research and Evaluation Independence and Integrity Statement (if applicable; see page 8)

All supporting documents and attachments should be emailed to [COAP@iir.com](mailto:COAP@iir.com).

Bureau of Justice Assistance's  
Comprehensive Opioid Abuse Program

# Partnerships to Support Data-driven Responses to Emerging Drug Threats Application

## Submission Deadline

Applications for the Partnerships to Support Data-driven Responses to Emerging Drug Threats Grant Program are due by 5:00 p.m., ET, on July 15, 2019. Please submit the application by completing this form. By using Adobe Acrobat Reader, you will be able to submit your application directly through a button on the form. A free download for Adobe Acrobat Reader can be found [here](#). If using another PDF program, please complete the form and save your responses. Then email a copy of the completed form, along with any required documents or attachments, to [COAP@iir.com](mailto:COAP@iir.com).

## Questions

Should you have any questions about the application process or issues with submission, please send an email to [COAP@iir.com](mailto:COAP@iir.com), and we will do our best to respond promptly.

## Applicant Information

Applicant agency

Applicant jurisdiction (local or tribal government name)

Employer Identification Number

Type of applicant  County government  
 City or township government  
 Indian/Native American tribal government  
 Other (explain)

Population of area to be served under this application (e.g., county population)

## Primary Contact for Matters Related to This Application

First name

Last name

Job title

Phone number

Email address

Street address

City

State

ZIP code



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## Related-Project Funding

Please indicate the amount of any funding you currently receive from each of the following sources that is relevant to this application.

Federal funding

BJA grant funding

SAMHSA grant funding

CDC grant funding

State funding

Local funding

Philanthropic funding

Other funding

Please thoroughly answer the Project Narrative questions below. You may copy and paste your responses from other documents into the text boxes. There are no word limits for responses.

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## Statement of the Problem (10 percent of your score)

**Question 1.** Provide a description of your community including demographics, population size, and information about the current drug environment. Provide information that documents the impact of the opioid epidemic within the proposed service area and any changes noted in drug environment over the past one to two years.

Answer to Question 1:

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**Question 2.** What challenges are motivating your community's interest in participating in this demonstration project? What makes now an opportune time to engage in this work as a system? Explain the inability to fund the proposed program without federal assistance, and describe any existing funding or resources that are being leveraged to support the proposed program.

Answer to Question 2:

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**Question 3.** Identify existing strategic plans or proposed or existing initiatives in your community that are relevant to the program, and describe how the proposed initiative aligns with the existing plans or initiatives. Include the agencies that are involved.



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Answer to Question 3:

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**Leadership and Commitment (30 percent of your score)**

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**Question 4.** What will be the lead agency (or agencies) for this initiative, and why is this agency best suited to lead this effort? Has this agency played a cross-agency leadership role in the past? If yes, please describe these leadership efforts, relevant outcomes, and any obstacles the agency encountered. If no, please explain why this agency is in the best position to lead your initiative.

Answer to Question 4:

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**Question 5.** Does your community have an existing, interdisciplinary opioid task force and/or a criminal justice planning group (e.g., criminal justice coordinating council)? If so, how will this proposed project be integrated with that group's work? If your community does not have an existing opioid task force or interdisciplinary planning group, what strategies will the lead agency use to ensure the meaningful participation of the stakeholders? How will the project include collaboration with your state fusion center and any applicable HIDTAs?

NOTE: Applicants that demonstrate that they have an existing coordinating body such as a criminal justice coordinating council, an opioid task force, or another planning body with demonstrated capacity and willingness to plan across the criminal justice and behavioral health continuum will receive priority consideration for funding.

Answer to Question 5:

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**Question 6.** Describe the background and current duties of the proposed project coordinator, if the project coordinator is an existing employee of the applicant community. If the project coordinator will be hired post-award, please provide a job description for the project coordinator position and a proposed timeline for hiring. If the project coordinator is to be hired post-award, please provide a plan for ensuring that the planning phase can be completed within six months.

NOTE: Communities that propose a project coordinator who is already employed by the lead agency and experienced in leading multidisciplinary workgroups will be given priority consideration for funding.

Answer to Question 6:

**Question 7: Proposed Workgroup Members**

All communities selected for this initiative must form an organization structure that includes a multidisciplinary team. This multidisciplinary team must include, at a minimum, public safety, public health, and behavioral health experts who agree to work collaboratively on the proposed project. Applicants are encouraged to use existing workgroups, where possible, such as local criminal justice coordinating councils, local opioid task forces, etc. and not to form new workgroups unless needed. The exact composition of a workgroup may vary by locality but will generally include representatives from local agencies, including:

- ↳ Department of health
- ↳ Department of behavioral health or county/city substance use treatment authority
- ↳ Department(s) of social and/or human services
- ↳ Prosecutor's office
- ↳ Law enforcement, (e.g., sheriff's office and/or police department)
- ↳ Jail or detention center
- ↳ Departments of probation, parole, and/or community corrections
- ↳ Public and/or private hospital system(s)
- ↳ Emergency medical services
- ↳ Child protective services
- ↳ Department of housing and/or homeless services
- ↳ Medical examiner's/coroner's office

Provide a list of your proposed workgroup members in the table below.

Agency Name	First and Last Name of the Representative	Title of Representative

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Provide a list of your proposed workgroup members in the table below.

Agency Name	First and Last Name of the Representative	Title of Representative

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**Question 8.** Indicate your willingness to collaborate with BJA and the CDC, BJA's training and technical assistance providers, and other federal agencies so that BJA can deepen its understanding of effective public safety, behavioral health, and public health collaboration strategies at the local level. In your answer, indicate your commitment to:

- a. Ensuring that the project coordinator participates in monthly calls with staff members from BJA, the CDC, IIR, and other selected TTA providers.
- b. Sending a team of six staff members to attend three face-to-face meetings of the selected demonstration sites over the course of the project.

Answer to Question 8:

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### Project Plan (30 percent of your score)

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**Question 9.** Describe your proposed plan for convening an executive leadership group that will establish strategic oversight, a working group of midlevel management staff and data analysts that will meet at least monthly, and a larger stakeholder group that will meet quarterly.

Answer to Question 9:

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**Question 10.** Describe the types of public safety, public health, and behavioral health data you anticipate collecting as well as the timeliness with which you anticipate being able to collect from each data source (e.g., will collect monthly, weekly, daily).

NOTE: Applicants that demonstrate their ability to access more than one data set that can be updated at least once a month, if not weekly or daily, as well as the ability to begin collecting this data within six months of project initiation, will be prioritized.

Answer to Question 10:

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**Question 11.** Describe any potential barriers to implementing the project and the strategies that will be used to overcome those barriers.

Answer to Question 11:

## Data Collection and Analytic Capacity (20 percent of your score)

**Question 12.** Please indicate the resources available for this project within each agency.

Agency	Do you anticipate collecting data from this agency?	Full- or part-time analyst, researcher, or epidemiologist to collect or analyze data	Nonresearch agency staff members who are responsible for collecting or analyzing data	Interns to collect data
Department of health	<input type="radio"/> Yes <input type="radio"/> No (skip to the next agency)	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.
Department of behavioral health or county/city substance use treatment authority	<input type="radio"/> Yes <input type="radio"/> No (skip to the next agency)	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.
Department of human or social services (includes child welfare services)	<input type="radio"/> Yes <input type="radio"/> No (skip to the next agency)	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.

Agency	Do you anticipate collecting data from this agency?	Full- or part-time analyst, researcher, or epidemiologist to collect or analyze data	Nonresearch agency staff members who are responsible for collecting or analyzing data	Interns to collect data
Prosecutor's office	<input type="radio"/> Yes <input type="radio"/> No (skip to the next agency)	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.
Law enforcement, including sheriff's office and/or police department	<input type="radio"/> Yes <input type="radio"/> No (skip to the next agency)	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.
Jail or detention center	<input type="radio"/> Yes <input type="radio"/> No (skip to the next agency)	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.
Departments of probation, parole, and/or community corrections	<input type="radio"/> Yes <input type="radio"/> No (skip to the next agency)	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.

Agency	Do you anticipate collecting data from this agency?	Full- or part-time analyst, researcher, or epidemiologist to collect or analyze data	Nonresearch agency staff members who are responsible for collecting or analyzing data	Interns to collect data
Public or private hospital system(s)	<input type="radio"/> Yes <input type="radio"/> No (skip to the next agency)	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.
Emergency medical services provider	<input type="radio"/> Yes <input type="radio"/> No (skip to the next agency)	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.
Department of housing and/or homeless services	<input type="radio"/> Yes <input type="radio"/> No (skip to the next agency)	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.
Medical examiner's/coroner's office	<input type="radio"/> Yes <input type="radio"/> No (skip to the next agency)	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.	<input type="radio"/> This resource is currently available to support the project. <input type="radio"/> We budgeted to provide support for this activity through the grant. <input type="radio"/> We will not have this resource available during the project.

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Visit the COAP Resource Center at [www.coapresources.org](http://www.coapresources.org).

## About BJA

BJA helps to make American communities safer by strengthening the nation's criminal justice system: Its grants, training and technical assistance, and policy development services provide state, local, and tribal governments with the cutting-edge tools and best practices they need to reduce violent and drug-related crime, support law enforcement, and combat victimization. To learn more about BJA, visit [www.bja.gov](http://www.bja.gov), or follow us on Facebook ([www.facebook.com/DOJBJA](https://www.facebook.com/DOJBJA)) and Twitter (@DOJBJA). BJA is part of the U.S. Department of Justice's Office of Justice Programs.

This project is supported by Grant No. 2017-AR-BX-K003 awarded by the Bureau of Justice Assistance (BJA). BJA is a component of the Office of Justice Programs, U.S. Department of Justice. The contents of this document were developed by IIR and do not represent the official position or policies of the U.S. Department of Justice.





# ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH  
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

July 20, 2021

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

FN 20 21-238

HEALTH & HUMAN SERVICES  
WAYS & MEANS

Dear Mr. Picente:

Attached is a Master Contract between Oneida County through its Health Department and The Governor's Traffic Safety Committee to provide funding for child passenger safety seats as well as training for selection and installation.

Through this grant, the Oneida County Health Department receives funding for child passenger safety restraints and agrees to perform a Child Safety Seat Distribution and Education Program referenced as Schedule D in attachment A-1.

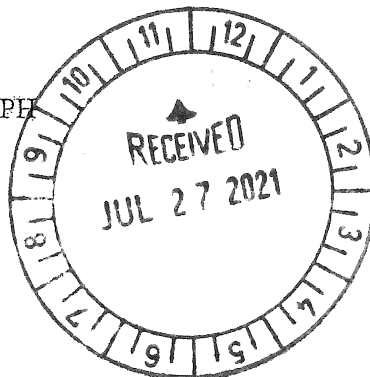
This grant period begins on October 1, 2021 and ends September 30, 2022 and is to be funded at \$12,000.00 with federal funds administered by New York State.

If this contract meets with your approval, please forward to the Board of Legislators.

Sincerely,

Daniel W. Gilmore, Ph.D., MPH  
Public Health Director

Attachments  
CM



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 7-26-21

ADMINISTRATION  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH  
ADIRONDACK BANK BLDG., 4<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES  
406 ELIZABETH ST. UTICA, NY 13501  
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Public Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other     X    

**Name & Address of Vendor:** NYS Governor's Traffic Safety Committee  
6 ESP Corning Tower- Room 410B  
Albany, New York 12228

**Title of Activity or Service:** Child Passenger Safety Program

**Proposed Dates of Operation:** October 1, 2021 through September 30, 2022

**Client Population/Number to be Served:**

**Summary Statements**

- 1) **Narrative Description of Proposed Services** This Grant provides funding for a Child Passenger Safety Seats Distribution and Education Program.
- 2) **Program/Service Objectives and Outcomes:** Educate parents and caregivers with economic hardships about the proper ways to transport children safely using child safety seats and seat belts including appropriate selection and proper installation. Distribute Child passenger safety seats to eligible residents of Oneida County.
- 3) **Program Design and Staffing:** In accordance with the grant's work plan

**Total Funding Requested:** \$12,000.00      **Expense Account #** 4014  
**Revenue Account #** A3414

**Oneida County Dept. Funding Recommendation:** \$12,000.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** 100 % Federal funding, administered through NYS.

**Mandated Service:** No

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address):</p> <p>New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228</p>	<p>BUSINESS UNIT/DEPT. ID: DMV01/3700393</p> <p>CONTRACT NUMBER: T006827</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>ONEIDA COUNTY OF</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Child Passenger Safety Program - CPS</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: 156000460 DUNS Number (if applicable): 075814186</p>	<p>AGENCY IDENTIFIER:</p> <p>CPS-2022-Oneida Co Health-00104-(033)</p> <p>CFDA NUMBER (Federally Funded Grants Only): 20.616</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>800 PARK AVE UTICA, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>800 PARK AVE UTICA, NY 13501</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>185 GENESEE ST UTICA, NY 13501</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality. Code: 300100000 000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:  
ONEIDA COUNTY OF

STATE AGENCY:  
New York State Governor's Traffic Safety Committee

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name

Mary Arthur

Printed Name

Title: \_\_\_\_\_

Title: Program Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEW YORK

County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Printed Name

Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p><b>CURRENT CONTRACT TERM:</b> From: 10/01/2021 To: 09/30/2022</p> <p><b>CURRENT CONTRACT PERIOD:</b> From: 10/01/2021 To: 09/30/2022</p> <p><b>AMENDED TERM:</b> From: To:</p> <p><b>AMENDED PERIOD:</b> From: To:</p>	<p><b>CONTRACT FUNDING AMOUNT:</b> <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$12,000</p> <p>AMENDED:</p> <p><b>FUNDING SOURCE(S)</b></p> <p><input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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*FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:*  
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

**ATTACHMENTS PART OF THIS AGREEMENT:**

- Attachment A:
  - A-1 Program Specific Terms and Conditions
  - A-2 Federally Funded Grants and Requirements Mandated by Federal Laws
  
- Attachment B:
  - B-1 Expenditure Based Budget       B-2 Performance Based Budget
  - B-3 Capital Budget                       B-4 Net Deficit Budget
  - B-1(A) Expenditure Based Budget (Amendment)
  - B-2(A) Performance Based Budget (Amendment)
  - B-3(A) Capital Budget (Amendment)
  - B-4(A) Net Deficit Budget (Amendment)
  
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

**WITNESSETH:**

**WHEREAS**, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

**WHEREAS**, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

**NOW THEREFORE**, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

**A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

**Budget Changes:** An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

**C. Order of Precedence:**

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

**D. Funding:** Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

**E. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

**F. Modifications:** To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

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<sup>1</sup> To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

**G. Governing Law:** The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

**H. Severability:** Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

**I. Interpretation:** The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.



5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

**K. Service of Process:** In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

**L. Set-Off Rights:** The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

**M. Indemnification:** The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**Q. Secular Purpose:** Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

**R. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>3</sup>

**T. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

**U. Non-Collusive Bidding:** By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

**V. Federally Funded Grants and Requirements Mandated by Federal Laws:** All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

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<sup>3</sup> As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

To the extent that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

## II. TERM, TERMINATION AND SUSPENSION

**A. Term:** The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

### **B. Renewal:**

**1. General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

#### **2. Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

## C. Termination:

### 1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

### 2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
  - (i) personal messenger service; or
  - (ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

### *3. Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

### *4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

**D. Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

## **B. Advance Payment and Recoupment:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

## **C. Claims for Reimbursement:**

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) **Quarterly Reimbursement:** The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).



The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:<sup>4</sup> Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:<sup>5</sup> Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

<sup>4</sup> A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

<sup>5</sup> Fee for Service is a rate established by the Contractor for a service or services rendered.

<sup>6</sup> Rate based agreements are those agreements in which payment is promised upon a specific established rate per unit.

<sup>7</sup> Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.



h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:<sup>8</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

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<sup>8</sup> Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

#### **D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

#### **E. Refunds:**

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

**F. Outstanding Amounts Owed to the State:** Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

## **G. Program and Fiscal Reporting Requirements:**

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

#### **H. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

#### **C. Use Of Material, Equipment, Or Personnel:**

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

#### **D. Property:**

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

- e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
  - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
  - g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
  - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

## **E. Records and Audits:**

### **1. General:**

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash



disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

## **2. Cost Allocation:**

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.



b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

**F. Confidentiality:** The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials; the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such

manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P 08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S 08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S 08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

**L. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project

is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**K. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

- a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law;
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

**M. Unemployment Insurance Compliance:** The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

**O. Charities Registration:** If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

**P. Consultant Disclosure Law:<sup>9</sup>** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**Q. Wage and Hours Provisions:** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State

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<sup>9</sup> Not applicable to not-for-profit entities.

Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**ATTACHMENT A-1  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

**DATE OF PROJECT** - Projects are funded for one year and must coincide with the federal fiscal year, with a start date of October 1 and an end date of September 30.

**GRANT MODIFICATIONS** - Grant modifications must be requested through the eGrants system **and** approved by the GTSC **BEFORE** the activity takes place or the item is ordered / purchased. Grant modifications cannot increase the dollar amount of the grant award. The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides information on how to submit a grant modification request. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

**PAYMENTS** - This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form generated through the eGrants system must be printed, signed, dated and mailed **with** supporting documentation to: New York State Governor's Traffic Safety Committee, Attn: Accounting Unit, 6 Empire State Plaza, Room 410B, Albany, NY 12228. The claim for payment reimbursement request must be submitted through the eGrants system **and** the documentation mailed (postmarked) to the GTSC by the due dates listed in the Attachment D (Payment and Reporting Schedule) section of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, **and** the signed and dated Claim for Payment form **with** supporting documentation must be mailed (postmarked) to the GTSC by October 30, as the National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

Items mentioned in the Attachment C (Work Plan Summary) section of this contract are **not** eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract. Items must be received by July 31.

Equipment that costs \$5,000 or more per item needs **prior** written approval from the GTSC and the NHTSA. The item being approved in the grant does not mean it has been approved by the NHTSA. You must contact the GTSC to obtain the written approval **before** the item is purchased.



**ATTACHMENT A-1  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials should include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee". The information provided in these materials must be directly related to the initiatives approved in the grant and the materials, including the content and text, must be pre-approved every year, regardless of whether they have been approved in the past.

**REPORTING** - The Attachment D (Payment and Reporting Schedule) section of this contract outlines the reporting requirements for the Child Passenger Safety grant program. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system.

**MONITORING** - The GTSC has the right to conduct on-site monitoring of grant funded projects, during the project period or within 3 years after the end of the project period. The GTSC staff will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Contracts are for a one-year period.

**Executive Order No. 177, Prohibiting State Contracts that Support Discrimination** – The following applies to all contracts, and contract renewals, entered into on or after June 1, 2018 by GTSC for goods, services, technology, or construction, directly or indirectly.

New York State is dedicated to ensuring that all individuals are treated equally, regardless of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. Pursuant to Executive Order No. 177 of the Governor of the State of New York, GTSC will not do business with entities that promote or tolerate discrimination or infringement on civil rights of New Yorkers and direct State entities.

Contractor must ensure that it is free from institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected status.

Failure to conform to this requirement may, in GTSC's discretion, be treated as a material breach of contract for which GTSC shall be entitled to terminate the Contract without incurring liability for breach thereof upon the part of the State of New York or GTSC.

**ATTACHMENT A-1  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

**ADMISSIBILITY OF REPRODUCTION OF CONTRACT** - Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Notices to the Contractor shall be addressed to:

Megari Graziano  
Public Education Coordinator  
Oneida County Health Dept.  
185 Genesee Street  
Utica, NY 13501-2110

Notices to the State shall be addressed to:

New York State Governor's Traffic Safety Committee  
Attn: Program Manager  
6 Empire State Plaza, Room 410B  
Albany, NY 12228

**CHILD PASSENGER SAFETY GRANT PROGRAM CONDITIONS:**

Funds cannot be expended unless at least one technician listed on the grant retains current certification status from SAFE KIDS Worldwide.

The following four schedules are part of the Child Passenger Safety grant program:

- Schedule A – Permanent Fitting Stations
- Schedule B – Child Passenger Safety Awareness Trainings
- Schedule C – Car Seat Check Events
- Schedule D – Car Seat Education & Distribution Programs

**ATTACHMENT A-1  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

The Contractor must check the Attachment C (Work Plan Summary) section of this contract to see which schedule (s) was approved in their grant. Contractor is responsible for ensuring that all conditions listed below that relates to the schedule (s) approved in the Attachment C (Work Plan Summary) section of this contract are adhered to.

Items listed in the Attachment C (Work Plan Summary) section of this contract are not eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

**Schedule A - Permanent Fitting Stations**

This schedule is **not** to be used for car seat check events or for the distribution of free car seats.

Contractor must provide oversight of the technicians and supplies needed to run the station (s).

Contractor must have certified Child Passenger Safety (CPS) Technicians and/or Instructors with current certification status to staff the fitting station. If the fitting station is a special needs fitting station, the assigned technicians must also be certified by Riley Children's Hospital.

Grant funding will not pay for salaries and overtime; the contractor must allow its staff to operate the fitting station as part of their job duties. This is a community service and there will be no cost to the parent or caregiver for this service.

Contractor should have some type of liability insurance covering the fitting station activities. This may be through the lead agency such as a fire or police department.

Contractor must have a contact person that handles the administrative needs of the fitting station. This person is responsible for receiving phone calls from parents/caregivers, scheduling appointments for inspections, coordinating day-to-day activities, submitting all reports and records and making sure checklist forms are completed. This person does not have to be a Technician but should be someone committed to the program and have some basic Child Passenger Safety knowledge.

Reporting is required twice annually; the semi-annual report due on April 15 for the first six months of project activities and the final report by October 15, for the last six months of project activities. Reports must be submitted through eGrants.

**ATTACHMENT A-1  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

Contractor must set a regular schedule of operation for the fitting station with consistent hours and dates of operation. This may be daily, weekly or monthly but should be consistent so that the public can rely on a regular schedule of availability.

Seat inspections can be done by appointment or by drive up, depending on staffing capabilities. Mobile fitting stations must operate on a scheduled basis at designated locations. Each mobile fitting station must operate a minimum of once every three months.

Contractor should post their fitting station information on the GTSC website by emailing the CPS Program Coordinator their agency name, fitting station location, hours of operation, contact person and contact information.

Certified Child Passenger Safety Technicians must complete a car seat check form for each car seat inspected and provide education on the proper use, maintenance and installation of the child restraint based upon the manufacturer's instructions.

A current recall list must be used to verify the seat has not been identified with a defect.

At the end of the appointment the parent/caregiver shall confirm their knowledge and capabilities of car seat usage and proper installation by performing the final installation of the car seat in their vehicle before leaving the fitting station appointment.

All car seats purchased with grant funding must be stored in a secure and locked area. The contractor is responsible for keeping a record of current inventory.

Contractor will be permitted to provide a limited number of replacement seats purchased through funding from the grant. Car seats should not be distributed to a parent/caregiver that comes into the fitting station without a car seat. In this event, please refer them to a local Schedule D Education and Distribution Program. Contractors are to implement the following procedures at their fitting stations:

- When setting up fitting station appointments the parent or caregiver must be informed that if the seat has been in a serious crash (with air bag deployment, for example) or is older than 6 years old or they do not know the history of the seat then they should acquire a new seat and bring it with them to the appointment.

If a seat is deemed in need of replacement due to damage, outgrown or recalled, the technician should:

1. Inspect the seat.

**ATTACHMENT A-1  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

2. Show and tell of the deficiencies and why the seat needs to be replaced.
3. Advise the parent/caregiver that they need to replace the seat and can go to a local retailer to purchase one and offer to assist them with learning how to use and install their new seat correctly.
4. If the parent/caregiver claims they do not have money for the purchase of a new seat, then you could use your discretion and provide them with a replacement seat. The seat would be provided from your Schedule A car seat inventory.

**Schedule B – Child Passenger Safety Awareness Trainings**

Effective child passenger safety training is very important in terms of providing technical information to raise awareness of the importance of proper occupant restraint usage.

When Child Passenger Safety Awareness Trainings are conducted for parents and caregivers, the educator will instruct the parent or caregiver about selecting the right seat, deciding which direction it should be in the vehicle, where it should be located in the vehicle, how to install the seat and the proper use of the harnesses. To confirm the knowledge and awareness of a parent/caregiver, the parent/caregiver is required to actually practice car seat installations before leaving the training.

Seats purchased with GTSC funding will not be permitted to be distributed through the Schedule B – Child Passenger Safety Awareness Training Programs.

Contractor must use only certified technician(s) to conduct the Child Passenger Safety Awareness trainings.

Contractor must submit a progress report twice annually: the semi-annual report due on April 15 for the first six months of project activities and the final report by October 15, for the last six months of project activities. Reports must be submitted through eGrants.

**Schedule C – Car Seat Check Events**

A car seat check event must be **separate** from a fitting station and must not be limited to appointments (unless approved by the NYS GTSC CPS Statewide Coordinator). Examples of events are those held at a shopping mall or auto dealership; held in conjunction with a community event such as a fall festival or open house.

Contractor must conduct or participate in a car seat check event during National Child Passenger Safety Week.

**ATTACHMENT A-1  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

Contractor is expected to post their events on the Car Seat Check Events Calendar on the GTSC web site by emailing a completed CPS Event Web-Posting Form to the CPS Program Coordinator 4 weeks before the event, or by filling out a web posting form directly with DMV web services via the following link: <http://nysdmv.gtsc-cps-event-submission.gizmo.com/s3>.

Contractor must have media involvement in promoting event(s) and the event(s) must be well publicized. (Examples include social media posts, newspapers, magazines, radio, public access television, local news, prime time television, etc.). Do not advertise that car seats will be given away or are "FREE." A copy of the promotional event message must be attached to the progress report. **The GTSC cannot pay for advertising**, but we encourage grantees to partner with local media outlets.

Contractor must acknowledge the Governor's Traffic Safety Committee as one of the sponsors of the event in any promotional materials.

Contractor must have certified Child Passenger Safety Technicians or Instructors to conduct the car seat inspections and installations.

A certified Child Passenger Safety Technician must complete a car seat check form for each car seat inspected. They must also provide education on the proper use, maintenance and installation of the child restraint based upon the manufacturer's instructions.

A current recall list must be used to verify the seat has not been identified with a defect.

At the end of the inspection and education, the parent/caregiver shall confirm their knowledge and capabilities of car seat usage and proper installation by performing the final installation of the car seat in their vehicle before leaving the event.

Contractor must submit a progress report twice annually: the semi-annual report due on April 15 for the first six months of project activities and the final report by October 15, for the last six months of project activities. Reports must be submitted through the eGrants system. If Contractor is conducting car seat check events with other agencies, all agencies are required to submit a progress report through eGrants noting if they were the host agency or a participating agency. The host agency should be the only one reporting the data from the multiagency check event.

## ATTACHMENT A-1 PROGRAM SPECIFIC TERMS AND CONDITIONS

All child restraints purchased with grant funding must be stored in a secure and locked area. The contractor is responsible for keeping a record of current inventory.

Contractor is to implement the following procedures at their Car Seat Check Events:

- If inquiries are made by the public the parent or caregiver must be informed that if the seat has been in a serious crash (with air bag deployment, for example) or is older than 6 years old or they do not know the history of the seat then they should acquire a new seat and bring it with them to the Car Seat Check Event.

If a seat is deemed in need of replacement due to damage, outgrown or recalled, then the technician should:

1. Inspect the seat.
2. Show and tell of the deficiencies and why the seat needs to be replaced.
3. Advise the parent/caregiver that they need to replace the seat and can go to a local retailer to purchase one and offer to assist them with learning how to use and install their new seat correctly.
4. If the parent/caregiver claims they do not have money for the purchase of a new seat, then you could use your discretion and provide them with a replacement seat. The seat would be provided from your Schedule C car seat inventory.

If refreshments for car seat check events are **approved in the budget**, the following guidelines must be followed:

- It is strongly encouraged for all car seat check events hosted by local businesses that the event coordinator ask the local business if they would be willing to provide the am beverage (if applicable) and food with beverage for the lunch or dinner hour for the technicians.
- If the local business is not able to purchase a morning beverage and food with beverage for the lunch or dinner hour, the grantee may use their grant funds to cover the expense if it is in their approved budget. If a grantee would like to add this line item to their Child Passenger Safety Grant – please contact your Highway Safety Program Representative for assistance with a program modification.

**ATTACHMENT A-1  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

- When food is being purchased for car seat check events with grant funds please remember the following guidelines:
  - Refreshments are only allowable for technicians/instructors and greeters (not for the general public).
  - All car seat check events that are scheduled during the morning, noon time or evening time meal hours can purchase food and beverages for the technicians at the lunch rate established by the federal per diem meal guidelines found at <https://www.gsa.gov/travel/plan-book/per-diem-rates> (lunch rates vary by location/county). For example, if a check event is being held in Albany County from 9AM-2PM or from 3PM-8PM, food/refreshments may be purchased up to the LUNCH rate of \$16 per technician.
  - The purchase of alcohol is not allowable under any circumstances.
  - When a car seat check event is scheduled for the morning or afternoon, which does not take place during the meal time hours, beverages can be purchased for the technicians with the pre-approval of the CPS Coordinator.

**Schedule D -- Car Seat Education & Distribution Program**

The Schedule D program is completely separate from Schedule A program due to the in-classroom instruction that is required before the hands-on car seat training. The Schedule D – education and distribution program cannot distribute seats at a fitting station without the mandatory in-classroom training being completed. If an agency provides the in-classroom training at a separate time and/or location from the hands-on training, some form of documentation must be issued to the parent/caregiver to provide at the fitting station. Copies of this documentation must be kept by the contractor with the copy of the car seat check form.

Contractor must have a certified Child Passenger Safety Technician on staff to conduct this program.

Contractor is required to verify that the family is a recipient of federal or state public assistance to qualify for the program.

The Education & Distribution Program allows the distribution of car seats to those individuals who are truly in need of a car seat and meet low income verification requirements. To meet these requirements, the contractor will need to determine income eligibility of all Schedule D clientele. We define low-income families as those who qualify under the New York State WIC Income Eligibility Guidelines or who qualify under a federal or state public assistance program. If a client has a valid card from a social service provider (WIC, Public Assistance, Child Care Council, Food Stamps) who has verified their income status, then the contractor can accept that card as proof of qualification.



**ATTACHMENT A-1  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

Each client is required to complete and sign an application for services, applicant distribution agreement and waiver of liability form for each car seat distributed. (The GTSC will provide sample copies of these forms upon request.)

Clients must have his or her child present or be in the third trimester of pregnancy.

Contractor must give car seats away free of charge to verified, low-income families who are in need of a car seat(s). Contractor will not be permitted to request or receive donations for car seats.

The contractor is required to have an in classroom educational component (at least 30 minutes) which should make an appointment with the hands-on training at least **60 to 90 minutes**. It is recommended that the contractor's in classroom education provide some Child Passenger Safety curriculum either in Power Point Presentation, lecture or in video format, such as "Don't Risk Your Child's Life VII" or "Simple Steps to Child Passenger Safety". The contractor must verify that all education provided is current and accurate.

A certified CPS Technician will also educate each parent/caregiver on the specific car seat's proper installation, use and maintenance based on the manufacturer's instructions.

At the end of the appointment the parent/caregiver shall confirm their knowledge of their new car seat by demonstrating its proper use and installation in their vehicle. The parent/caregiver must correctly complete the final installation before leaving the training.

Technicians must complete a car seat check form for each car seat.

Complete and mail the car seat warranty card to the manufacturer.

Contractor must keep all records on file for a minimum of three years from when the car seat is distributed.

Contractor must store all of the grant funded car seats in a secure, locked area and keep a record of seats distributed and the current inventory.

Reporting is required twice annually; the semi-annual report due on April 15 for the first six months of project activities and the final report by October 15, for the last six months of project activities. Reports must be submitted through eGrants.

**ATTACHMENT A-2**  
**FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS**

**FEDERAL POLICY** – Policies and procedures of the following federal regulations may be applicable:

23 CFR Part 1300 - Uniform Procedures for State Highway Safety Grant Programs;

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Contractors must also be aware of the following certifications and assurances that are imposed upon them as part of the above regulations:

**NONDISCRIMINATION**

The contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, grantees and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The contractor:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its grantees, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its grantees, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these NonDiscrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other government or private entities the following clause: "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—  
a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;   
b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;   
c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;   
d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/ or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and   
e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program."

## POLITICAL ACTIVITY (HATCH ACT)

The contractor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a contractor whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

### Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

### Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower-tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

The contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a contractor, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**End of Attachment A-2 - Federally Funded Grants and Requirements Mandated by Federal Laws**



ATTACHMENT B-1  
EXPENDITURE BASED BUDGET  
SUMMARY

PROJECT NAME: Child Passenger Safety Program - CPS

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 10/01/2021  
To: 09/30/2022

CHILD SAFETY SEATS for Schedule A – Permanent Fitting Stations, Schedule C – Car Seat Check Events and Schedule D - Car Seat Education & Distribution Programs ONLY; Rear-facing infant seats, Convertible seats with 5-point harness, Combination seats with 5-point harness, Booster seats - no back, Booster seats - high back. Special needs restraints may **only** be purchased by agencies with an approved Special Needs Fitting Station.

Total cost of car seats: \$10,000.00

**OTHER RELATED EXPENSES:** These are items needed to properly install a child restraint and/or run your program. All items charged to the grant must be listed under the "Other Than Car Seat Expenses" ON YOUR APPROVED GRANT BUDGET or be subject to non-reimbursement.

All purchases with grant funds are subject to prior approval by the GTSC before your reimbursement claims are paid. You must receive prior approval from the GTSC before making any purchases not listed on your budget summary.

For food to be eligible for reimbursement, "Schedule C – Car Seat Check Events" must be approved in the "Attachment C – Work Plan" section of the contract, there must be a checkmark in the box  on the "Refreshments for Car Seat Check Events" budget line **and** the following guidelines must be followed.

In relation to federal funds being used for food at child passenger safety car seat check events, the following guidelines will be enforced.

- It is strongly encouraged for all car seat check events hosted by local businesses that the event coordinator asks the local business if they would be willing to provide the am beverage (if applicable) and food with beverage for the lunch or dinner hour for the technicians.
- If the local business is not able to purchase a morning beverage and food with beverage for the lunch or dinner hour, the grantee may use their grant funds to cover the expense if it is in their approved budget. If a grantee would like to add this line item to their Child Passenger Safety Grant – please contact your Highway Safety Program Representative for assistance with a program modification.
- When food is being purchased for car seat check events with grant funds please remember the following guidelines:
  - Refreshments are only allowable for technicians/instructors and greeters (not for the general public).
  - All car seat check events that are scheduled during the morning, noon time or evening time meal hours can purchase food and beverages for the technicians at the lunch rate established by the federal per diem meal guidelines found at <https://www.gsa.gov/travel/plan-book/per-diem-rates> (lunch rates vary by location/county). For example, if a check event is being held in Albany County from 9AM-2PM or from 3PM-8PM, food/refreshments may be purchased up to the LUNCH rate of \$16 per technician.
  - The purchase of alcohol is not allowable under any circumstance.
  - When a car seat check event is scheduled for the morning or afternoon, which does not take place during the mealtime hours, beverages can be purchased for the technicians with the pre-approval of the CPS Coordinator,

**COMMON CPS ITEMS TO PURCHASE IN REASONABLE QUANTITIES AND AT REASONABLE MARKET PRICES**

THE TOTAL AMOUNT FOR REIMBURSEMENT OF THESE ITEMS IS NOT TO EXCEED \$300.00 WITHOUT JUSTIFICATION AND PRIOR WRITTEN APPROVAL FROM GTSC.

No justification is needed to purchase these items at reasonable quantities/prices.

Please Note: If you have any questions on what the GTSC deems reasonable, be sure to contact your Highway Safety Program Representative in advance of a purchase. Purchases should be made at the beginning of the grant cycle based upon need for planned CPS events.

Antibacterial Hand Soap	Duct Tape
Belt-shortening Clips	Pens/Pencils/Chalk
Tape Measure(s)	Grip Liner
Scale(s) (less than \$50 each)	Clipboards
Locking Clips	Pool Noodles
Shipping for other than car seats	Liability Insurance for Check Events
Rubber Gloves	First Aid Kit/Replacement First Aid Supplies
Hand Sanitizing Wipes/Disinfectant Wipes	Scissors
Storage Boxes/Totes (Large Plastic Storage Box with Lid not to exceed \$20.00 each)	

**CPS ITEMS TO PURCHASE WITH JUSTIFICATION FOR REASONABLE QUANTITIES  
\*\*JUSTIFICATION AND PRIOR APPROVAL REQUIRED\*\***

Please Note: If you have any questions on what the GTSC deems reasonable, please contact your Highway Safety Program Representative.

**ONLY THE ITEMS WITH A CHECKMARK IN THE BOX  ARE ELIGIBLE FOR REIMBURSEMENT.**

	ITEM	Quantity	Justification
<input checked="" type="checkbox"/>	100% certification fees for new technicians and new instructor candidates	4	Need to replace 4 technicians
<input type="checkbox"/>	100% of re-certification fees for current technicians and instructors		
<input type="checkbox"/>	Latch Manual(s)		
<input type="checkbox"/>	Refreshments for Car Seat Check Events Please Note: Pre-approval is not required as long as the guidelines regarding refreshments above are followed.		
<input type="checkbox"/>	Pop Up Tent (Not to exceed \$150.00 per tent without justification)		
<input type="checkbox"/>	Mileage to Awareness Training		
<input type="checkbox"/>	Safe Ride News Subscription (Please indicate number of individual or small office subscriptions)		
<input type="checkbox"/>	Safety Belt Safe Subscription (Please indicate number of limited access or subscription memberships)		
<input type="checkbox"/>	Shipping for Car Seats		
<input type="checkbox"/>	Mileage to Car Seat Check Events		
<input type="checkbox"/>	Approved CPS Videos/Curriculum/Education Materials (Must receive pre-approval from your Highway Safety Representative prior to purchase)		
<input checked="" type="checkbox"/>	Fitting Station or Car Seat Check Event Sign and Stand	2	Need to show where the event is taking place
<input type="checkbox"/>	CPS Trailer Please Note: Special trailer guidelines apply. Total cost of trailer must not exceed \$4,500.		
<input type="checkbox"/>	Replacement Parts for Special Needs Car Seats (Must have an approved special needs fitting station)		
<input checked="" type="checkbox"/>	Other Tablet	2	With Preapproval from Program Representative Tablets capable of internet access for parents to view educational video
<input type="checkbox"/>	Other		

Total cost other related expenses: \$2,000.00

**TOTAL GRANT AWARD** \$12,000.00

Contract Number: #T006827

Page 2 of 2

Attachment B-1 Expenditure Based Budget

**ATTACHMENT C  
WORK PLAN  
SUMMARY**

**PROJECT NAME:** Child Passenger Safety Program - CPS

**CONTRACTOR SFS PAYEE NAME:** ONEIDA COUNTY OF

**CONTRACT PERIOD:** From: 10/01/2021

To: 09/30/2022

**SEE ATTACHED WORK PLAN**

**Important Information:**

Conditions related to the Child Passenger Safety grant program Schedules A, B, C and D are provided in the Attachment A-1 (Program Specific Terms and Conditions) section of this contract. Contractor must adhere to the conditions listed in Attachment A-1 for the schedule(s) (A, B, C and/or D) approved in this Attachment C (Work Plan Summary).

Items mentioned in Attachment C (Work Plan Summary) are not eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract. Items must be received by July 31.

## SCHEDULE D - CAR SEAT EDUCATION & DISTRIBUTION PROGRAM

The Education & Distribution Program is designed to educate parents and caregivers with economic hardships about the proper ways to transport children safely using car seats and seat belts. The focus of a car seat education and distribution program is to provide education on the appropriate child restraint selection and proper installation to people in need.

Please note that a Schedule D program is completely separate from Schedule A program due to the in-classroom instruction that is required before the hands-on car seat training. The Schedule D - education and distribution program cannot distribute seats at a fitting station without the mandatory in-classroom training being completed. If an agency provides the in-classroom training at a separate time and/or location from the hands-on training, some form of documentation must be issued to the parent/caregiver to provide at the fitting station. Copies of this documentation must be kept by the agency with the copy of the car seat check form.

If you have an existing program, how many car seats were distributed in the past six months? 0  
If you did not previously have a distribution program, enter N/A.

Where are the car seats stored? 120 Airline St. Oriskany, NY 13424

What criteria does your agency use to determine income eligibility for a free car seat?

*Applicant must show proof of Federal or State public assistance, including Temporary Assistance, CPS, WIC, Medicaid, Food Stamps, and/or low income pay stub less than 223% Federal Poverty Level (FPL), and demonstrate appropriate need for a seat through communication with the Department of Social Services or referral from another need based program. Additionally, parent/guardian can explain the reason for a new seat including but not limited to child has outgrown the seat, current car seat is broken, car seat was stolen, current car seat is expired, etc.*

What are your agency's guidelines for distributing a car seat?

*To get a car seat through the program, the applicant must have a vehicle present to receive the car seat, meet income eligibility requirements, receive education on child passenger safety, and demonstrate how to properly install the seat. The applicant must also complete the manufacturer's warranty card for the child safety seat, and sign an agreement form and waiver of liability form. The child must be present, or the mother must be expecting a baby within 3 months. The following are situations where a seat to drop off/pick up the child at daycare; parents who need a car seat to get a child out of foster care and permanently at home with them. Car seat distribution days will be conducted during the year, by appointment with the same eligibility requirements.*

How does your agency promote this program to the public?

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Print Media     | <input checked="" type="checkbox"/> Social Services | <input checked="" type="checkbox"/> Health Department |
| <input checked="" type="checkbox"/> Word of Mouth   | <input type="checkbox"/> Hospitals                  | <input type="checkbox"/> Day Care Providers           |
| <input checked="" type="checkbox"/> Police Agencies | <input checked="" type="checkbox"/> Social Media    | <input type="checkbox"/> Other                        |

Area Served:  Urban  Suburban  Rural

Diverse Population Served:  Yes  No

Describe the diverse populations in the community you serve:

*Oneida County is home to many ethnic groups and a large refugee population, mainly in the urban area, but populations in rural and suburban areas are growing as well. 7.5% of Oneida County is foreign born. Many residents are also under-served due to lack of education, poverty, housing. The median household income in 2019 was \$37,391. 14.6% of families live in poverty in Oneida County. The population of people ages 0-4 is 5.4% and under 18 is 21.2%. According to Oneida County Sheriff's Department issued 4 ticketed instances for No/Improper Restraint for Age 4-7 in 2020. The Community Preventive Services Task Force recommends car seat laws and car seat distribution programs as a way to increase restraint use decrease injury. This distribution program can play a vital role in decreasing injury in Oneida County.*

In addition to hands-on installation instruction, how does your agency conduct the required in-classroom training portion of the Schedule D - Low Income Program.

Video

Please enter the name of video or videos used:

*Car Seat Safety By Age: Infants in Rear-facing Seats (Children's Hospital of Philadelphia)*

*<https://www.youtube.com/watch?v=3v5q7Uc-U28>*

Other

Please explain the educational component:

*Certified technicians provide demonstrations on proper installation and securing and answer questions parents/legal guardians may have.*

**End of Schedule D - Car Seat Education and Distribution Program**

**ATTACHMENT D  
PAYMENT AND REPORTING SCHEDULE**

**I. PAYMENT PROVISIONS**

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

**A. Advance Payment, Initial Payment and Recoupment Language (if applicable):**

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0.00%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of 0 percent (0.00%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than 0 days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period _____	Amount _____	Due Date _____
Period _____	Amount _____	Due Date _____
Period _____	Amount _____	Due Date _____
Period _____	Amount _____	Due Date _____

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (0.00%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (*select applicable frequency*)

Quarterly Reimbursement

Due Date 1/30/2022, 04/30/2022, 07/30/2022 and 10/30/2022

Monthly Reimbursement

Due Date \_\_\_\_\_

Biannual Reimbursement

Due Date \_\_\_\_\_

Fee for Service Reimbursement

Due Date \_\_\_\_\_

- Rate Based Reimbursement  
Due Date \_\_\_\_\_
- Fifth Quarter Reimbursement  
Due Date \_\_\_\_\_
- Milestone/Performance Reimbursement  
Due Date/Frequency \_\_\_\_\_
- Scheduled Reimbursement  
Due Date/Frequency \_\_\_\_\_
- Interim Reimbursement as Requested by Contractor \_\_\_\_\_

**II. REPORTING PROVISIONS**

**A. Expenditure-Based Reports (select the applicable report type):**

- Narrative/Qualitative Report  
The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report  
The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report  
The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report  
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than \_\_\_\_\_ days after the end of the contract period.
- Consolidated Fiscal Report (CFR)<sup>1</sup>  
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

<sup>1</sup> The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

**B. Progress-Based Reports**

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until \_\_\_\_\_ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is \_\_\_\_\_. The agency shall complete its audit and notify vendor of the results no later than \_\_\_\_\_. The Contractor shall submit the report not later than \_\_\_\_\_ days from the end of the contract.

**C. Other Reports**

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.





### III. SPECIAL PAYMENT AND REPORTING PROVISIONS

#### Claims for Reimbursement:

This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form generated through the eGrants system must be printed, signed, dated and mailed **with** supporting documentation to: New York State Governor's Traffic Safety Committee, Attn: Accounting Unit, 6 Empire State Plaza, Room 410B, Albany, NY 12228. The claim for payment reimbursement request must be submitted through the eGrants system and the documentation mailed (postmarked) to the GTSC by the due dates listed in this Attachment D (Payment and Reporting Schedule).

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, and the signed and dated Claim for Payment form **with** supporting documentation must be mailed (postmarked) to the GTSC by October 30, as the National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

#### Reports:

This Attachment D (Payment and Reporting Schedule) outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system.

The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides step-by-step instructions on how to initiate and submit a claim for reimbursement and/or progress report through the eGrants system. This guide is available on the New York State Governor's Traffic Safety Committee website at <https://trafficsafety.ny.gov/highway-safety-grant-program>.

**End of Attachment D - Payment and Reporting Schedule**

Anthony J. Picente Jr.  
Oneida County Executive



Joseph M. Johnson  
Commissioner of Personnel

**ONEIDA COUNTY  
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986  
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

FN 20 21-239  
HEALTH & HUMAN SERVICES

July 27, 2021

Anthony J Picente Jr  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**WAYS & MEANS**

Dear County Executive Picente:

Attached is a copy of the job specification for the title of Contract Administrator I. This position was adopted in July of 2020, and the Board set the salary at Grade 36M, Step 2. After careful consideration, it has been now been determined the position should be on the W scale.

I am recommending the position be reallocated from Grade 36M, Step 2 to Grade 36W, Step 2. The salary of the position will remain the same.

I respectfully ask you forward this to the Board of Legislators for their consideration.

Sincerely,

Joseph M. Johnson  
Commissioner of Personnel

cc: Colleen Fahy-Box, Commissioner of Social Services  
County Attorney  
Budget

Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

Anthony J. Picente, Jr.  
County Executive

Date 7-27-21

Anthony J. Picente Jr.  
Oneida County Executive



Joseph M. Johnson  
Commissioner of Personnel

**ONEIDA COUNTY  
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986  
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

FN 20 21 - 240

**PUBLIC WORKS**

July 28, 2021

Anthony J Picente Jr  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**WAYS & MEANS**

Dear County Executive Picente:

Attached for your review and approval is correspondence from Mark Laramie, Commissioner of Public Works, requesting the addition of the title Mechanical Engineer to the Oneida County Classification Plan. Also attached is the job specification for the title that outlines the responsibilities and duties for this position.

The Commissioner of Public Works has expressed the need for a position that will parallel the Assistant Engineer, an existing civil engineering title, and that will allow him to fully divide the engineering department into two (2) sectors, civil and mechanical. I recommend the salary for Mechanical Engineer to be set at Grade 38B, Step 2, \$63,587, the same grade and step as the corresponding civil engineering title. I am not requesting any positions be created at this time.

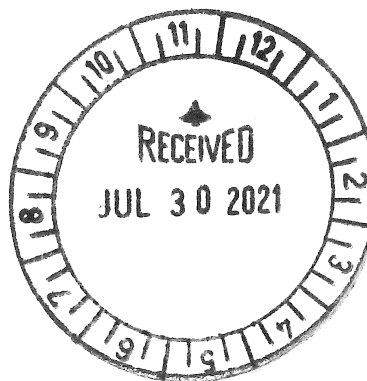
If you concur, please forward this letter this to the Board of Legislators and ask that they set the salary for the title of Mechanical Engineer to Grade 38B, Step 2 starting at \$63,587.

Sincerely,

Joseph M. Johnson  
Commissioner of Personnel

Enclosures (2)

cc: Mark Laramie, Commissioner of Public Works  
County Attorney  
Budget



Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

Anthony J. Picente, Jr.  
County Executive

Date 7-28-21



ONEIDA COUNTY  
DEPARTMENT OF PLANNING

Boehlert Center at Union Station  
321 Main St., Utica NY 13501  
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.  
County Executive

JAMES J. GENOVESE, II  
Commissioner

August 11, 2021

Anthony J. Picente, Jr.  
County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

FN 20 21-241  
**PUBLIC WORKS**

**WAYS & MEANS**

Re: Oneida County Flood Mitigation Grant Program

Dear County Executive Picente:

As you are aware, the County authorized \$2 million to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address weaknesses within the existing stormwater infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program. Several municipalities within Oneida County, including the Town of Marshall, Town of Kirkland, Village of Waterville, Town of Whitestown, and the Sauquoit Creek Basin Intermunicipal Commission (SCBIC) are requesting funds for projects intended to mitigate or reduce the risk of flooding in their community.

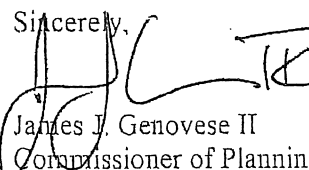
The project, the municipalities, and the total amount requested are listed below. The total amount requested by Oneida County is \$1,102,161.00.

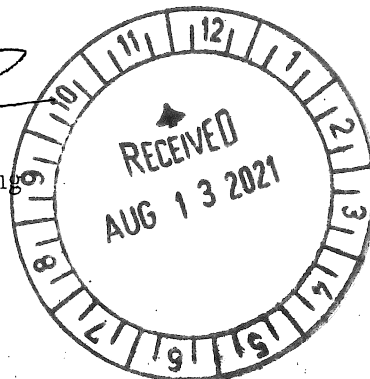
<u>Municipality</u>	<u>Project</u>	<u>Cost</u>
Town of Marshall	Big Creek Stream Bank Stabilization	\$300,000.00
Town of Kirkland	Arrowhead Way Drainage Improvements	\$32,161.00
Village of Waterville	Big Creek Debris Removal and Bank Stabilization	\$182,500.00
Town of Whitestown	Sauquoit Creek Bank Stabilization/Floodplain Bench	\$400,000.00
SCBIC	Hydraulic Modeling and Conceptual Design	\$187,500.00

These projects are time-sensitive and the upstate New York construction season is limited. The distribution of the Flood Mitigation monies and the implementation of these projects will be accomplished through the execution of contracts between the County and several local municipalities.

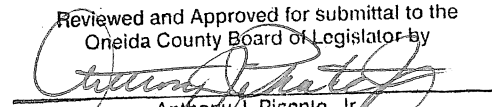
Should the requests herein meet with your approval, I respectfully request that you forward this letter and flood mitigation grant agreement to the Board of Legislators for their consideration and approval at their next meeting.

Sincerely,

  
James J. Genovese II  
Commissioner of Planning



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

  
Anthony J. Picente, Jr.  
County Executive

Date 8-12-21

Oneida Co. Department: Planning

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other  X

ONEIDA COUNTY BOARD  
OF LEGISLATORS

Name & Address of Vendor: Town of Marshall  
2651 State Route 12B  
Deansboro, NY, 13328

Title of Activity or Service: This agreement is between Oneida County and the Town of Marshall for a stream bank stabilization project awarded funds from the Oneida County Flood Mitigation Grant Program for flood mitigation projects in Oneida County.

Proposed Dates of Operation: Upon execution – Completion of Project,  
Anticipated (December 31, 2025)

Client Population/Number to be Served: Oneida County

**Summary Statements**

1) **Narrative Description of Proposed Services:** The award of \$300,000 for a stream bank stabilization project for the Big Creek in the Town of Marshall, which is repeatedly impacted or vulnerable to flooding.

2) **Program/Service Objectives and Outcomes:** Flood Mitigation

3) **Program Design and Staffing:**

**Total Funding Requested:** \$300,000      **Account #** H562

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County \$300,000/ Local \$100,000

**Cost Per Client Served:** N/A

**Past Performance Data:** Oneida County has successfully partnered with the Town of Marshall on prior projects, with excellent results.

**O.C. Department Staff Comments:** N/A

FLOOD MITIGATION GRANT AGREEMENT BETWEEN

ONEIDA COUNTY

AND

THE TOWN OF MARSHALL

THIS GRANT AGREEMENT (hereinafter "Agreement") is made between the County of Oneida, a municipal corporation organized and existing under the laws of the state of New York, with its principal place of business located at 800 Park Ave., Utica, New York 13501 (hereinafter the "County"), and the Town of Marshall, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 2651 State Rte 12B, Deansboro, New York (hereinafter the "Grantee").

WHEREAS, the July 1, 2017 storm caused significant damage within the County as a result of flooding brought on by record amounts of rainfall. This damage exposed many weaknesses throughout the County in the ability of the existing storm water infrastructure to handle very heavy amounts of rainfall; and

WHEREAS, the County has allocated a certain amount of money to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address potential weaknesses within the existing storm water infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program (hereinafter the "Grant Program"); and

WHEREAS, the Grantee has submitted an application to the County for a Flood Mitigation Grant (hereinafter "Grant"), and said application has been reviewed and approved; and

WHEREAS, the County has determined that the Grantee should receive such flood mitigation assistance; and

WHEREAS, the Grantee represents that it is duly qualified and willing to perform the services set forth herein.

NOW THEREFORE, it is agreed between the County and the Grantee as follows:

I. AMOUNT OF GRANT

A. The total amount of the Grant shall not exceed three hundred thousand dollars (\$300,000.00).

B. COUNTY SHARE

1. The County shall award the Grantee \$300,000.00 towards the total costs of the approved Project as identified in Section II (hereinafter the "Project"). The total obligation of the County for all compensation and reimbursements to Grantee under this Grant shall not exceed three hundred thousand dollars (\$300,000.00).
  2. Disbursement shall be made by the County to the Grantee in accordance with the procedures outlined in Section VI, below.
- C. GRANTEE SHARE: The Grantee is required to match the County share of the costs of the Project up to the amount of one hundred thousand dollars (\$100,000.00). In-kind services by the Grantee can constitute all or part of the Grantee's required share of costs provided that proper documentation of the in-kind services is provided to, and approved by, the County, at its sole discretion. Prior approval for the use of in-kind services must be received by the Grantee prior to this Agreement being executed.

## II. THE PROJECT AND THE RESPONSIBILITIES OF THE PARTIES

### A. PROJECT PLAN

1. The proceeds of this Grant are to be used solely for the Project, which is described in the Project Plan (hereinafter the "Project Plan"), attached hereto as Exhibit "A." The Project Plan contains a detailed description of the nature and scope of the Project, and may be subsequently amended or revised as the Project proceeds, in accordance with the provisions of this Agreement.
2. If it is determined that the Project Plan needs to be amended or revised after the execution of this Agreement, the County and the Grantee must agree on any changes to the proposed new Project Plan before it can be approved. Copies of the agreed-upon amended or revised Project Plan shall be provided to the County and the Grantee pursuant to the notice provisions of Section IV of this Agreement.
3. The Grantee agrees to take "before and after" photographs of the Project and shall provide copies of all photographs to the County as soon as they are produced.

### B. DUTIES/REPRESENTATIONS OF THE COUNTY

1. Subject to the availability of funds, the County shall obligate sufficient funds to cover a portion of the Project's implementation costs, in Program funds.



2. The County shall coordinate with and regularly meet with the Grantee to review and ensure the progress and level of completeness of the Project.

#### C. DUTIES/REPRESENTATIONS OF THE GRANTEE

1. This Grant has been awarded to the Grantee by Oneida County for the implementation of an approved Project under the Grant Program.
2. The Grantee's Project eligible for funding shall be implemented according to the budget and time schedule identified in the application received by the County, as shown in the Project Plan, attached hereto as Exhibit "A."
3. Once this Agreement is signed, the Grantee will not be allowed to make changes to the Project to be implemented under this Agreement without technical justification provided by the Grantee's project designer, and subsequent approval, in writing, of the County.
4. The Grantee shall be responsible for the administration, supervision, management and Project oversight that may be required for the work performed under this Grant.
5. The Grantee shall ensure that all costs incurred during or as a result of this Project shall be approved costs as more fully described in Section V of this Agreement.
6. The Grantee shall comply with all federal, state and local laws and regulations and will obtain any site-specific permits required.
7. The Grantee will work to ensure that easements from any private property owners within the scope of the Project are secured prior to the execution of this Agreement. The easements shall be in favor of the Grantee, shall refer to the Project with specificity, and shall be either permanent or for a minimum period of thirty (30) years from the date of execution. Copies of executed easements shall be provided to the County. By executing this Agreement, the Grantee hereby covenants that all easements for privately-owned land within the scope of the Project have been obtained.
8. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any easements that have been obtained or were not obtained by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below

9. The Grantee shall take all necessary and reasonable actions to dispose of all issues arising from any subcontracts between the Grantee and any subcontractors engaged in connection with the Project. This includes, but is not limited to, disputes, claims and lawsuits.
10. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any subcontracts signed by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below.
11. The Grantee will allow access to the County or their representatives to enter onto the Project location to inspect and observe the progress or work of the Project.
12. The Grantee shall allow reasonable access to the County or their representatives to inspect, review and/or photocopy any and all documents, reports, financial data or any other records associated with the Project, and shall provide copies of same upon request by the County.
13. Upon completion of the Project, the Grantee will obtain certification from the County that the completed Project meets the applicable standards and specifications set forth in the Project Plan. The Grantee shall also properly document all eligible costs, and shall submit such proper documentation to the County for reimbursement.
14. The Grantee shall provide a local match to the cost of the Project. The Grantee's share may be provided in cash, other funding sources or in-kind services contribution (with prior approval, as referenced above).
15. The Grantee will indemnify, hold harmless and defend the County for any damages, injuries, liabilities, deaths, or other unfortunate circumstances that arise from the installation, operational or equipment damages associated with this Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below.

#### D. TERMINATION AT REQUEST OF GRANTEE

The County may terminate this Agreement immediately upon notification by the Grantee that the Grantee no longer wishes to proceed with the Project. The Agreement shall be terminated only if:

1. No funds for the Project have been spent; or
2. Some funds for the Project have been spent and the participants agree to repay all of the Grant funding earned already disbursed to the Grantee; or
3. For cause, upon twenty-four (24) hours written notice to the Grantee, in conformance with the notice provisions contained in Section IV of this Agreement; or
4. Without cause, upon thirty (30) days written notice to the Grantee in conformance with the notice provisions contained in Section IV of this Agreement.

### III. ACKNOWLEDGMENTS

- A. The Grantee agrees to acknowledge the County's financial support for the Project. Any statement, press release, bid, solicitation or other document issued describing the Project shall provide information reflecting that County funds were used to support the Project and will contain the following language:

"This Project is made possible in part by a grant provided by the County of Oneida, through an appropriation by the Oneida County Board of Legislators. "

- B. Any site developed or improved by the Project shall display a sign, in a form approved by the County, stating the same information.

### IV. CONTACT PERSONS

- A. Any notice which any party may desire or is required at any time to give or have served upon another may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the representatives identified in this section, or to such other individuals or addresses as shall have been last furnished in writing by one party to the others. No change of designated representative or address shall be deemed sufficient unless the party making the change has provided notice to the other party.
- B. The County's authorized representative for the purpose of administration of this Grant Program is:

Kristin E. Campbell, AICP, Principal Planner  
Oneida County Planning Department

321 Main Street, Union Station  
Utica, NY 13501  
Phone (315) 798-5710  
Fax (315) 798-5852

C. The Grantee's authorized representative for the Grant Program is:

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V. COSTS

A. ELIGIBLE COSTS: Eligible costs are those costs directly incurred by the Grantee that are solely related to and necessary for producing the work products described in the Project Plan. Eligible costs may include the following:

1. Advertising costs for bids and proposals;
2. Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Project Plan;
3. Materials & supplies;
4. Architectural and engineering services;
5. Construction management and inspection services;
6. Surveys and soil borings;
7. Actual construction of the Project; or
8. Certain other types of costs that may be eligible provided that they are

- a. Directly incurred by the Grantee; and
  - b. Are solely related to, and necessary for, producing the work products described in the Project Plan; and
  - c. Have been previously approved by the County in writing.
9. Any cost not defined as an eligible cost or not included in the Project Plan shall not be paid from County Grant funds committed to the Project.
- B. **NON-ELIGIBLE COSTS:** Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:
1. Any costs incurred before the effective date of this Grant;
  2. Fund raising;
  3. Taxes, except sales tax on goods and services;
  4. Insurance, except title insurance;
  5. Attorney fees; except for acquisition and clearing title to land;
  6. Loans, grants, or subsidies to persons or entities for development;
  7. Bad debts or contingency funds;
  8. Interest;
  9. Lobbyists; and
  10. Political contributions.

## VI. PAYMENT OF GRANT MONIES

- A. **REIMBURSEMENT:** To obtain reimbursement for eligible costs under this Grant, the Grantee shall provide the County with invoices and evidence that the portion of the Project for which payment is requested has been satisfactorily completed. All invoices shall be sent to the representatives designated in Section IV herein, above. The Grantee shall

submit invoices and evidence that any and all advance payments have been spent prior to requesting additional payments by the County. Invoices will be submitted for double the amount and should differentiate, when applicable, between the County and local share of the Project costs. No facsimiles will be accepted. Invoices must be received by the County within sixty (60) days after the completion of the Project or the expiration of this Grant as set forth in Section XI herein below, whichever occurs first. Invoices received after that date will not be eligible for reimbursement. The County's authorized representative has final authority for acceptance of Grantee's services, determination as to whether the expenditures are eligible for reimbursement under this Grant, and verification of the total amount requested. The Grantee shall not receive payment for work found by the County, in its sole discretion to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations. No more than ninety (90) percent of the County's share of the cost shall be paid by the County until the County has determined that the Grantee has satisfactorily fulfilled all of the terms of this Grant. The Grantee shall arrange for a tour of the Project areas prior to release of the final ten (10) percent of the funds.

- B. **ADVANCEMENT:** Under this Grant, the County agrees to advance up to fifty (50%) percent, or one hundred and fifty thousand dollars (\$150,000.00) of the Grant to the Grantee upon this Grant becoming effective pursuant to the terms contained in Section XI herein below. The Grantee shall subsequently provide invoices and evidence justifying its expenditure of that amount. Any portion of that amount which is either not spent or constitutes a non-eligible cost shall be returned to the County. Monies advanced under this Agreement must not be placed in an interest-bearing account.

## VII. ACCOUNTING AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Grant to the extent and in such detail that will accurately reflect the total cost of the Project. The Grantee shall use generally accepted accounting principles. All records shall be retained for five (5) years after completion of the Project. The County, or their representatives, shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the Grant.

## VIII. INDEMNIFICATION

- A. To the fullest extent permitted by applicable law, the Grantee (the "Indemnifying Party") shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without

limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Grantee's authorized personnel) arising out of or in connection with the exercise by Grantee or any of Grantee's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

## IX. INSURANCE REQUIREMENTS

- A. The Grantee shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
  1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
    - a. CGL coverage shall be written on ISO occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
    - b. The County (for purposes of this form, specifically named as "Oneida County"), and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
  2. Workers Compensation and Employers Liability
    - a. Statutory limits apply.
  3. Automobile Liability
    - a. Business auto liability with limits of at least \$1,000,000 each accident.

- b. Business auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

4. Commercial Umbrella

- a. Umbrella limits must be not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.

B. Waiver of Subrogation: the Grantee waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or workers compensation and employers liability insurance maintained per requirements stated above.

C. Certificates of Insurance: Prior to the start of any work, the Grantee shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Grantee's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

X. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

XI. TERM



- A. **EFFECTIVE DATE:** This Grant shall become legally effective upon such date as this Agreement is executed by the Oneida County Executive or his designee and shall remain in effect until December 31, 2025, or until all obligations set forth in this Grant have been satisfactorily fulfilled, whichever occurs first.
- B. **TERMINATION:** This Grant may be terminated by the County or the Grantee at any time with or without cause upon thirty (30) days written notice to the other parties. In the event of such a cancellation, the Grantee shall be entitled to payment determined on a pro-rata basis for work or services satisfactorily performed.

## XII. ASSIGNMENT:

- A. The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the County.

## XIII. RESILIENCY AND FEDERAL FUNDING ELIGIBILITY

### A. RESILIENCY AND RESILIENCE PROJECTS

1. The Grantee hereby acknowledges that it understands that only projects involving "resiliency" actions shall be eligible for Grants under this Agreement.
2. For the purposes of this Agreement, "Resiliency" shall refer to those projects involving reducing or eliminating potential losses by breaking the cycle of damage, reconstruction, and repeated damage. Examples of resilience-based mitigation measures are: community-wide risk reduction projects; efforts to improve the resilience of critical infrastructure and key resource lifelines; reducing vulnerabilities from natural hazards, climate change, or acts of terrorism; and initiatives that reduce future risks after a disaster has occurred.
3. The Grantee hereby acknowledges and agrees that no Program funds may be used to repair any previously-damaged infrastructure, or to restore any infrastructure to its pre-storm condition.

### B. FEDERAL FUNDING ELIGIBILITY

1. It is understood and agreed by the Parties hereto that the main purpose of the Grant Program undertaken by the County is to provide Grants to municipalities for mitigation efforts that may not otherwise be eligible for federal assistance, specifically grants or reimbursements from the Federal Emergency Management Agency (FEMA).

2. The Grantee hereby acknowledges that it understands that if a Project is undertaken under this Grant Program, the acceptance of Grant Funds from this Grant Program will affect any future eligibility for federal assistance under the Stafford Act, 42 U.S.C. 5121, *et seq.*

#### XIV. EXECUTORY NATURE OF AGREEMENT

- A. It is understood and agreed by all parties, that this Grant is funded through the Grant Program, and if, at any time, the Grant Program terminates, Program funds become unavailable or are exhausted, or the Grant Program expires through act of law or otherwise, the funding for this Agreement shall likewise terminate. Should the Grant Program expire or the Grant Program funding become unavailable, the County shall be under no obligation to make any further payments under this Agreement. All parties' obligations to the others under this Agreement shall terminate, effective immediately, upon notification of the termination of the Grant Program or the unavailability of the Grant Funds.

#### XV. ENTIRE AGREEMENT:

- A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions).
- B. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed  
intending to be bound thereby.

COUNTY OF ONEIDA

BY: \_\_\_\_\_

**ANTHONY J. PICENTE, JR.**  
Oneida County Executive

TOWN OF MARSHALL

By: \_\_\_\_\_

**JACK BUSCHMANN**  
Town Supervisor

**Approved**

\_\_\_\_\_  
Robert E. Pronneau  
Oneida County Attorney

Oneida Co. Department: Planning

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Town of Marshall  
2651 State Route 12B  
Deansboro, NY, 13328

**Title of Activity or Service:** This agreement is between Oneida County and the Town of Marshall for a stream bank stabilization project awarded funds from the Oneida County Flood Mitigation Grant Program for flood mitigation projects in Oneida County.

**Proposed Dates of Operation:** Upon execution – Completion of Project,  
Anticipated (December 31, 2025)

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

1) **Narrative Description of Proposed Services:** The award of \$300,000 for a stream bank stabilization project for the Big Creek in the Town of Marshall, which is repeatedly impacted or vulnerable to flooding.

2) **Program/Service Objectives and Outcomes:** Flood Mitigation

3) **Program Design and Staffing:**

**Total Funding Requested:** \$300,000                      **Account # H562**

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County \$300,000/ Local \$100,000

**Cost Per Client Served:** N/A

**Past Performance Data:** Oneida County has successfully partnered with the Town of Marshall on prior projects, with excellent results.

**O.C. Department Staff Comments:** N/A

Exhibit A



# Oneida County Flood Mitigation Grant Program

## Application

### APPLICANT INFORMATION

1. Municipality:
2. Name of Chief Elected Official:
3. Primary Contact and Title:
4. Mailing Address:
5. Email:
6. Phone:
7. Federal Employer ID Number (EIN):

### PROJECT INFORMATION

1. Project Name:
2. Amount Requested:   
Total Project Cost:
3. Location:
4. Tax Parcel ID Number(s):
5. Brief Description of Project Type (i.e: stream stabilization, box culvert righting, updating zoning)

6. Project start date:
7. Estimated Duration of Construction:
8. Is the project located on: Public  or Private Land ? (check one)
9. Does Applicant Own  or have Easement ? (check one)
10. Have there been repetitive losses/repairs at this location? Yes  or No  (check one)
11. Affected Waterbodies:
12. List Required Permits:
- TBD By contractors or engineers?*

**SUPPORTING DOCUMENTS**

- o Brief narrative describing existing conditions and how this might be improved with a resiliency project;
- o Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing the project;
- o Photographs of the project site;
- o Location maps; and
- o Budget (See page 3 for format) including narrative that describes sources of matching funds.

**BUDGET**

Please use the form below as a template for the proposed project budget.

Budget Categories	Grant Funds Requested	Match Funds*	Total
Personnel			
Salary			
Fringe			
Contractual			
Equipment			
Engineering			
Supplies			
Other			
<b>Total</b>			

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personnel & fringe benefits;
- equipment used on the project (using FEMA's schedule of equipment rates);
- engineering fees;
- supplies; or
- other costs associated with project.

**MATCH FUNDS**

Brief Description of Source of Match Funds	Amount
<b>Total</b>	<b>\$</b>



For Immediate Release: 12/10/2019

Contact: Maureen Wren | (518) 402-8000  
PressOffice@dec.ny.gov

## DEC ANNOUNCES \$500,000 IN GRANTS AVAILABLE FOR MOHAWK RIVER WATERSHED PROJECTS

### *Applications for Proposals to Preserve and Protect the Mohawk River Watershed Due January 21, 2020*

New York State Department of Environmental Conservation (DEC) Commissioner Basil Seggos today announced that \$500,000 is now available for municipalities, Soil and Water Conservation Districts, school districts, colleges and universities, and not-for-profit organizations to implement the goals and objectives of the Mohawk River Basin Action Agenda. These grants will help local partners fund projects designed to preserve and protect the Mohawk River watershed.

"The \$500,000 announced today will support projects that complement New York State's ongoing efforts to protect the Mohawk River watershed's ecosystem, make it more resilient to the challenges ahead, and continue its role as an economic driver for the region," **Commissioner Seggos said.** "DEC will continue to work with local partners to help build on the progress being made to restore water quality and habitat throughout the Mohawk River Basin."

Examples of eligible proposals include projects that:

- promote flood hazard risk reduction and enhanced flood resiliency;
- improve stewardship and stakeholder engagement within the Mohawk River watershed through education outreach and collaboration; and
- seek to conserve, protect or enhance fish, wildlife and associated aquatic and riparian habitats within the Mohawk River watershed.

Located wholly within the boundaries of New York State, the Mohawk River is the largest tributary to the Hudson River and encompasses 14 counties and 172 municipalities. DEC's Mohawk River Basin Program and the Mohawk River Basin Action Agenda were developed to bring together various local, state, and federal agencies and other interested organizations that share a passion for the conservation and preservation of the Mohawk River, its watershed, and communities. DEC's Mohawk River Basin Program coordinates watershed-wide activities, bringing together stakeholders and creating partnerships with established and emerging programs and organizations throughout the watershed, providing a framework for watershed-wide collaboration to conserve, preserve and restore the environmental quality of the Mohawk River and its watershed. To view the Mohawk River Basin Action Agenda visit [www.dec.ny.gov/lands/58571.html](http://www.dec.ny.gov/lands/58571.html).

The funding for this grant opportunity is provided by the state's Environmental Protection Fund (EPF) and administered under DEC's Mohawk River Watershed Grants Program. Grant awards ranging from \$15,000 to \$100,000 are available, and all projects must have defined measurable outcomes or deliverables that can be completed within two years of contract approval and located within the geographic boundaries of the Mohawk River watershed. This is the fifth round of grants that DEC's Mohawk River Basin Program. Grant applications must be submitted online through the Grants Gateway no later than 3 p.m. on Tuesday, January 21, 2020.

Round Five of the Mohawk River Watershed Grant Request for Applications (RFA) is available online through the New York State Grants Gateway at: <https://grantsgateway.ny.gov>. The Grants Gateway is an online grants management system that streamlines the way grants are administered by New York State. All grant applicants, including governmental entities and not-for-profit organizations, must be registered in the Grants Gateway to be eligible to apply for any state grant opportunity. Not-for-profit applicants are required to "prequalify" in the Grants Gateway system. Registration and prequalification forms are available online at: <https://grantsreform.ny.gov>.

3/1/2020

Re: DEC ANNOUNCES \$500,000 IN GRANTS AVAILABLE FOR MOHAWK RIVER WATERSHED PROJECTS

For more information on the Mohawk River Basin Action Agenda, past grant awards, and funding opportunities through the Mohawk River Basin Program, visit DEC's website at <http://www.dec.ny.gov/lands/98799.html>.

###

Connect with DEC on: Facebook, Twitter, Flickr, YouTube and Instagram

3/1/2020

Re: DEC ANNOUNCES \$500,000 IN GRANTS AVAILABLE FOR MOHAWK RIVER WATERSHED PROJECTS

-----Original Message-----

From: Jo-Anne M. Humphreys <JoAnne.Humphreys@tu.org>  
To: Technical Department <gmcccon5957@aol.com>  
Sent: Tue, Dec 10, 2019 1:16 pm  
Subject: Re: DEC ANNOUNCES \$500,000 IN GRANTS AVAILABLE FOR MOHAWK RIVER WATERSHED PROJECTS

Sure thing  Saw the writeup in the Waterville Times for the previous meeting...hoping that this funding source can help out.

---

From: Technical Department <gmcccon5957@aol.com>  
Sent: Tuesday, December 10, 2019 1:14 PM  
To: Jo-Anne M. Humphreys <JoAnne.Humphreys@tu.org>  
Subject: Re: DEC ANNOUNCES \$500,000 IN GRANTS AVAILABLE FOR MOHAWK RIVER WATERSHED PROJECTS

Thank you Joanne I sent this on to Andy. I couldn't open the attachments as I don't have office. Can you send pdf.

Thank you  
Sue

-----Original Message-----

From: Jo-Anne M. Humphreys <JoAnne.Humphreys@tu.org>  
To: Dodici, Gian <gian\_dodici@fws.gov>; david.erway@dec.ny.gov <david.erway@dec.ny.gov>; Technical Department <gmcccon5957@aol.com>  
Sent: Tue, Dec 10, 2019 11:51 am  
Subject: Fw: DEC ANNOUNCES \$500,000 IN GRANTS AVAILABLE FOR MOHAWK RIVER WATERSHED PROJECTS

Hello all :)  
Potential funding for 315 work??



## Big Creek Summary

With the Oct. 31<sup>st</sup> flooding, Big Creek on Rt. 315 between Village of Waterville and the Town of Marshall has sustained substantial damage and changes. The creek has changed its original flow to now a new location that is going directly towards resident's homes and has even taken part of a home out. Every time it rains, the banks continue to erode and trees are continuing to fall in. The creek is getting closer and closer to these homes as the days go on. It's the matter of time before we have more homes lost and people with no place to live. It will only take one heavy rain where we get 2-3 inches and it will be an even bigger mess than it is now. This is an extremely important issue that needs to be addressed. These home owners are tax paying citizens of our community, county and state and need assistance and assurance that getting help to fix this creek will happen. They are left with uncertainty that fixing their homes is the right thing to do without knowing what repairs will be done to Big Creek.

Many of the home owners don't have the means to up and move. Selling their home is also not much of an option due to what they may currently owe on the property and the value its worth in the current state. Our resident's hands are tied with not many options, few answers and a lot of uncertainty.

We are requesting the amount of \$300,000 for repairs to Big Creek. We had a meeting in the Village Of Waterville to discuss ideas and a direction we would like to go in and both Colin Idzi and Kristen Campbell attended that meeting. We have submitted for a grant from Trout Unlimited with Joanne Humphries for \$100,000 and they offered assistance in engineering designs for repairs. We are open to other engineer's opinions as well. It would be ideal to have a budget in mind of what we can work with so we can move forward in the process of getting Big Creek repaired.

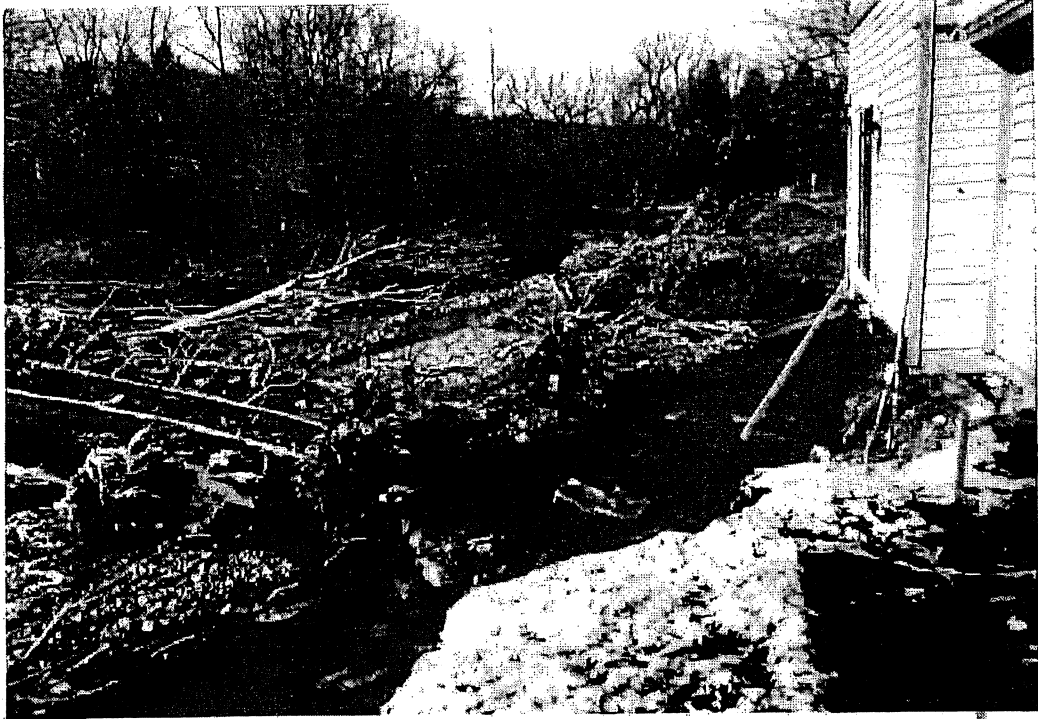
If you have further questions please call at any time.

Thank you,  
Andy Williams Jr.



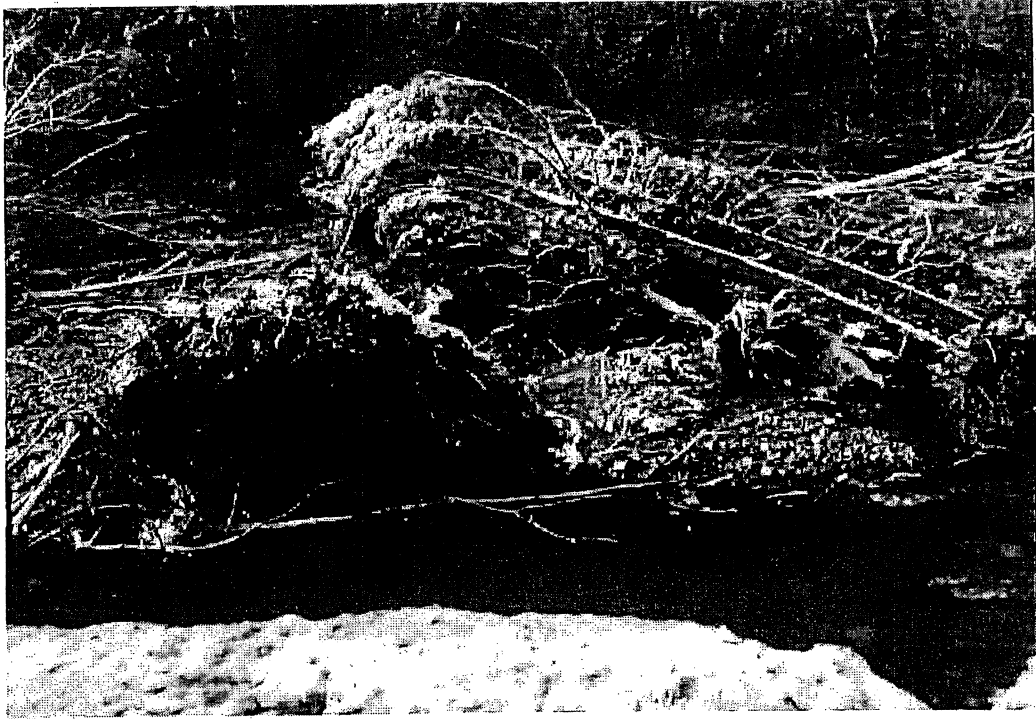
Town of Marshall Supervisor  
Cell:315-525-5703

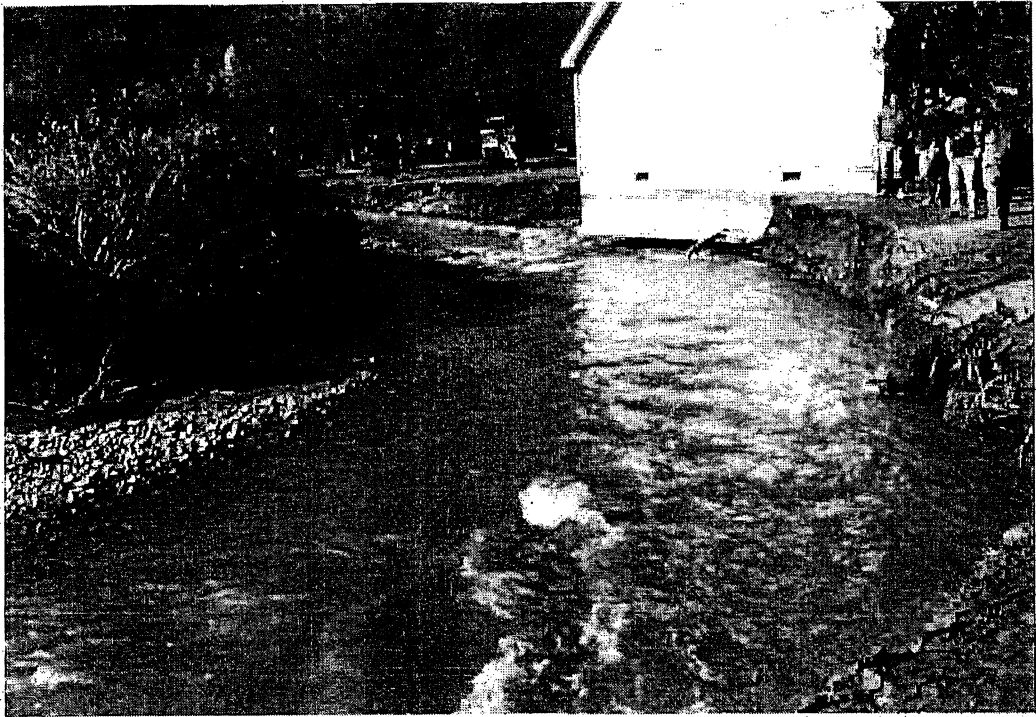
Date: 3/30/2020



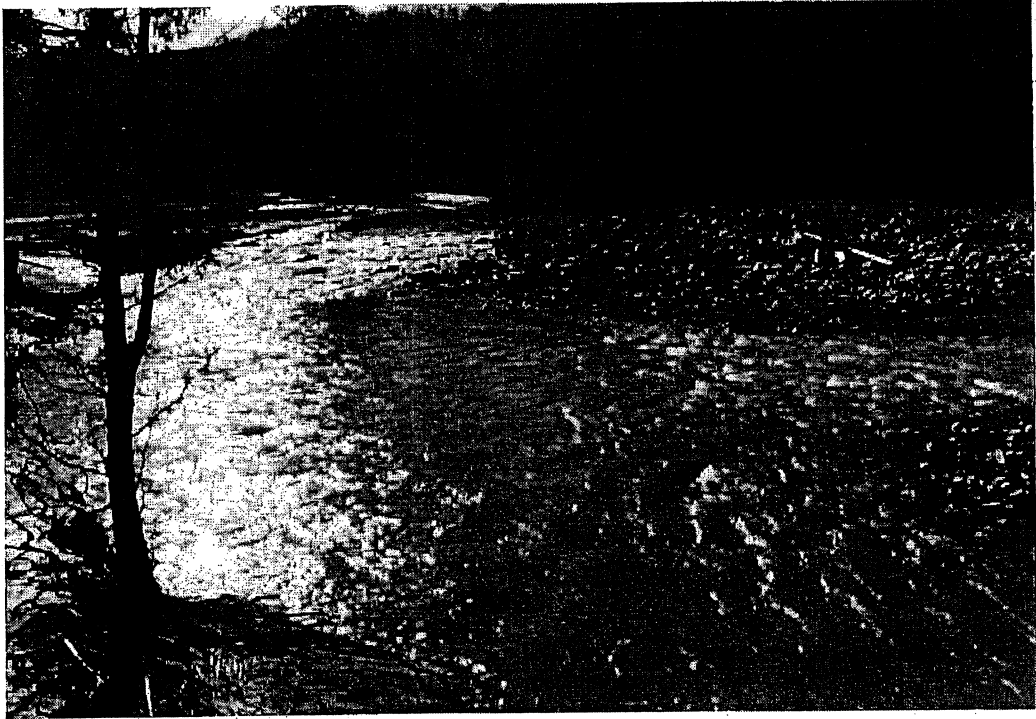
15-20 ft drop  
used to be a 12x12 (estimate)  
size  
covered porch - washed away!





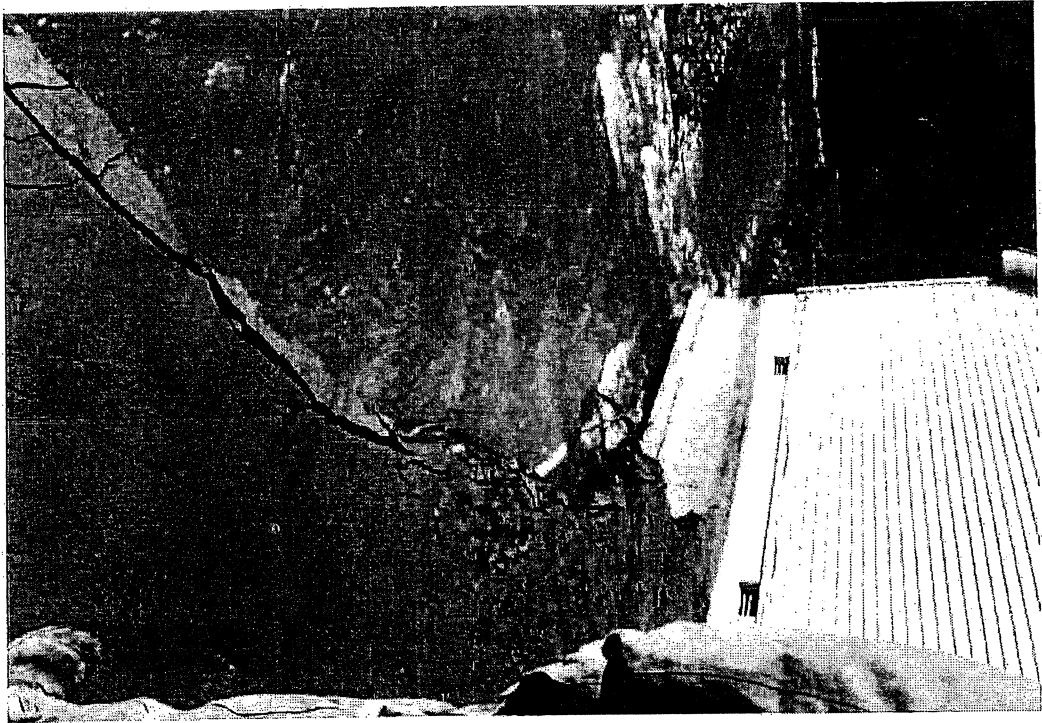


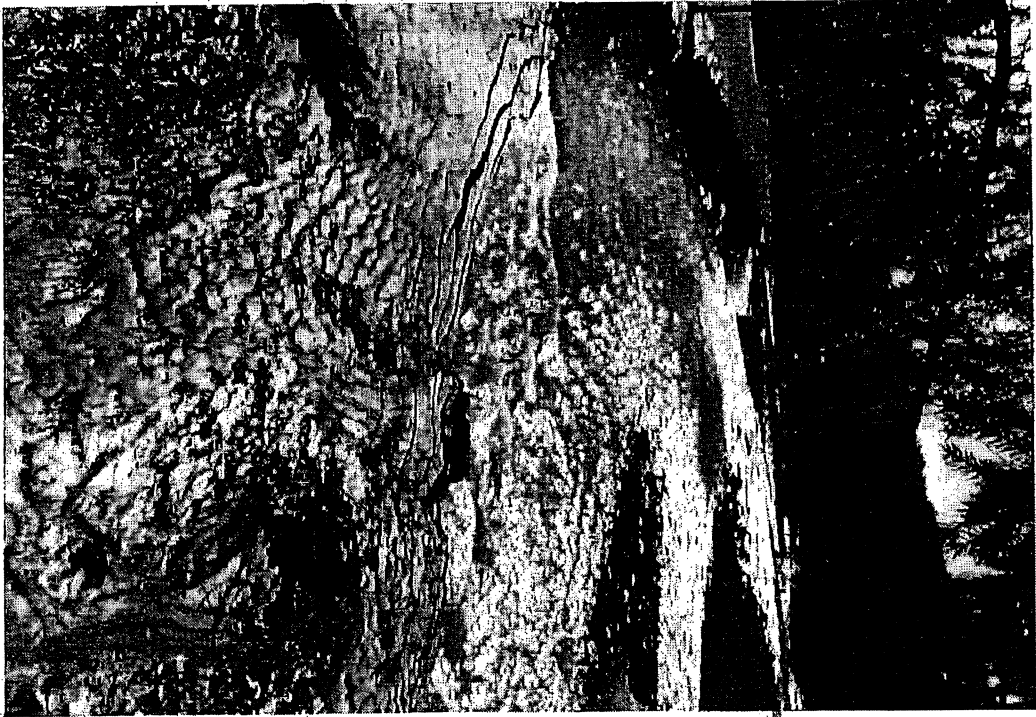




Creek used to be here  
prior to flooding







↑  
Impress  
to  
crack  
555





United States Department of Agriculture  
Natural Resources Conservation Service

# Emergency Watershed Protection Program EWP

## New York Fact Sheet

September 20/03

### Overview

Through the Emergency Watershed Protection (EWP) program, the U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) can help communities address watershed impairments that pose imminent threats to lives and property. Most EWP work is for the protection of threatened infrastructure from continued stream erosion. Please contact your local authorities and/or your local NRCS office to find out if your project qualifies for the EWP program.

### The Facts

Congress established the EWP program and provides funding for it. Please know that eligibility for the program does not depend upon the declaration of a national emergency. All projects undertaken through EWP, with the exception of the purchase of floodplain easements, must have a project sponsor. Sponsors must be a legal subdivision of the State, such as a city, county, town, village or an Indian Tribe or Tribal organization as defined in Section 4 of the Self-Determination and Education Assistance Act. Sponsors are responsible for:

- Providing land rights to do repair work;
- Securing necessary permits;
- Furnishing the local cost share (25 percent); and
- Performing any necessary operation and maintenance for a 10 year period.

### How it Works

Through EWP, the NRCS may pay up to 75 percent of the construction costs of emergency measures. Ninety percent may be paid for projects within limited-resource areas as identified by U.S. Census data. The remaining costs must come from local sources and can be made in cash or in-kind services. No work done prior to a project agreement can be included as in-kind services or part of the cost share. All EWP projects must reduce threats to lives and property; be economically, environmentally, and socially defensible; be designed and implemented according to sound technical standards; and conserve natural resources.

### Type of Work Authorized

As mentioned before, the EWP program addresses watershed impairments, which include, but are not limited to:

- Debris-clogged stream channels;
- Undermined and unstable streambanks;
- Jeopardized water control structures and public infrastructures;
- Wind-borne debris removal.

Floodplain easements for restoring, protecting, maintaining, and enhancing the functions and values of floodplains, including associated wetlands and riparian areas, are available through EWP. These easements also help conserve fish and wildlife habitat, water quality, flood water retention, and ground water recharge, as well as safeguard lives and property from floods, drought, and erosion. EWP work is not limited to any one set of measures.

NRCS completes a Damage Survey Report (DSR) that provides a case-by-case investigation of the work necessary to repair or protect a site. NRCS will only provide funding for work that is necessary to reduce applicable threats. A project agreement is completed including NRCS and sponsor responsibilities. Sponsors that are capable are encouraged to do the design, contracting and construction inspection. This can be reimbursed up to 7.5 percent of the total construction cost.

Sponsors that want to increase the level of protection in a particular project are responsible for paying 100 percent of the costs of the desired upgrade and additional work.

### How to Apply

View the NRCS New York web page on EWP  
<http://www.ny.nrcs.usda.gov/programs/owp/index.html>

Contact your local USDA office:  
<http://offices.sc.egov.usda.gov/locator/app?state=NY>

Additional information about Federal assistance programs, safety tips, and updates about USDA's hurricane relief efforts are posted on the Web at [www.usda.gov/hlsas-fer](http://www.usda.gov/hlsas-fer). Click on the hurricane relief link. Information about the U.S. Government's hurricane response efforts is available at [www.ready.gov](http://www.ready.gov).

NRCS - 2019 EWP Rapid Survey Intake Form

1. County Oneida
2. Town Town of Marshall
3. Address 2651 State Route 12B, Dennisboro, NY 13328
4. Eligible Sponsor Name Town of Marshall
5. Sponsor Technical Contact Person - Person who WILL participate in a Field Visit.  
Town Supervisor: Andrew Williams Jr.
6. Sponsor Technical Contact Person Phone Number Cell: 315-525-5703  
office: 315-841-4473
7. Watershed Impairment:

- Debris Clogging Channel
- Debris Clogging Structure
- Sediment Clogging Channel
- Unstable Stream banks threatening structures
- Other

8. Photos of Impairment or other Information Available at the Field Office \*

Yes  
 No

9. Description of Site and Impairment

"Big Creek" has been rerouted from original channel. Banks are continuously falling into the creek. Homes are unlivable and on verge of falling in. 100's of trees are still in the creek - another big rain storm will cause worse damage than what's already been done. We need bank stabilization and the creek to be routed back to original location and away from homes.



United States  
Department of  
Agriculture

**Abby Gulseth**  
District Conservationist  
Natural Resources Conservation Service  
Herkimer, Madison & Oneida Counties

8025 River Road  
Maury, NY 13403

Telephone: 315-786-3318 x3  
Fax: 855-401-1082  
abby.gulseth@ny.usda.gov  
www.usda.gov



ONEIDA COUNTY  
DEPARTMENT OF PLANNING

Boehlert Center at Union Station  
321 Main St., Utica NY 13501  
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.  
County Executive

JAMES J. GENOVESE, II  
Commissioner

August 11, 2021

Anthony J. Picente, Jr.  
County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

FN 20 21-242

**PUBLIC WORKS**  
**WAYS & MEANS**

Re: Oneida County Flood Mitigation Grant Program

Dear County Executive Picente:

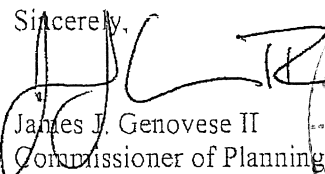
As you are aware, the County authorized \$2 million to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address weaknesses within the existing stormwater infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program. Several municipalities within Oneida County, including the Town of Marshall, Town of Kirkland, Village of Waterville, Town of Whitestown, and the Sauquoit Creek Basin Intermunicipal Commission (SCBIC) are requesting funds for projects intended to mitigate or reduce the risk of flooding in their community.

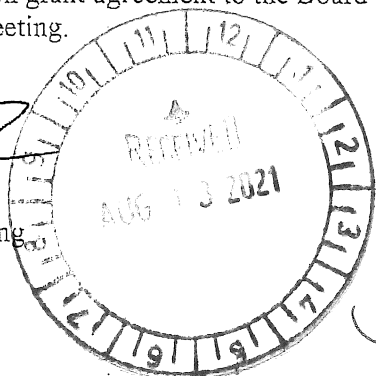
The project, the municipalities, and the total amount requested are listed below. The total amount requested by Oneida County is \$1,102,161.00.

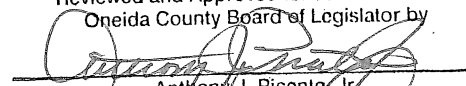
<u>Municipality</u>	<u>Project</u>	<u>Cost</u>
Town of Marshall	Big Creek Stream Bank Stabilization	\$300,000.00
Town of Kirkland	Arrowhead Way Drainage Improvements	\$32,161.00
Village of Waterville	Big Creek Debris Removal and Bank Stabilization	\$182,500.00
Town of Whitestown	Sauquoit Creek Bank Stabilization/Floodplain Bench	\$400,000.00
SCBIC	Hydraulic Modeling and Conceptual Design	\$187,500.00

These projects are time-sensitive and the upstate New York construction season is limited. The distribution of the Flood Mitigation monies and the implementation of these projects will be accomplished through the execution of contracts between the County and several local municipalities.

Should the requests herein meet with your approval, I respectfully request that you forward this letter and flood mitigation grant agreement to the Board of Legislators for their consideration and approval at their next meeting.

Sincerely,  
  
James J. Genovese II  
Commissioner of Planning



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 8-12-21



Oneida Co. Department: Planning

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other  X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Sauquoit Creek Basin Intermunicipal Commission  
C/O HOCCPP  
321 Main Street  
Utica, NY 13501

**Title of Activity or Service:** This agreement is between Oneida County and the Sauquoit Creek Basin Intermunicipal Commission for modeling and conceptual design studies awarded funds from the Oneida County Flood Mitigation Grant Program for flood mitigation projects in Oneida County.

**Proposed Dates of Operation:** Upon execution – Completion of Project  
Anticipated (December 31, 2025)

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

1) **Narrative Description of Proposed Services:** The award of \$187,500 for a modeling and conceptual design study for five locations along the Sauquoit Creek impacted by flooding. The studies will be utilized to apply for 2022 CFA construction funds.

2) **Program/Service Objectives and Outcomes:** Flood Mitigation

3) **Program Design and Staffing:**

**Total Funding Requested:** \$187,500                      **Account # H562**

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County \$187,500/ SCBIC \$187,500

**Cost Per Client Served:** N/A

**Past Performance Data:** Oneida County has successfully partnered with the Sauquoit Creek Basin Intermunicipal Commission on prior projects, with excellent results.

**O.C. Department Staff Comments:** N/A

FLOOD MITIGATION GRANT AGREEMENT BETWEEN

ONEIDA COUNTY

AND

THE SAUQUOIT CREEK BASIN INTERMUNICIPAL COMMISSION

THIS GRANT AGREEMENT (hereinafter "Agreement") is made between the County of Oneida, a municipal corporation organized and existing under the laws of the state of New York, with its principal place of business located at 800 Park Ave., Utica, New York 13501 (hereinafter the "County"), and the Sauquoit Creek Basin Intermunicipal Commission, a commission of municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 321 Main Street, Utica, New York (hereinafter the "Grantee").

WHEREAS, the July 1, 2017 storm caused significant damage within the County as a result of flooding brought on by record amounts of rainfall. This damage exposed many weaknesses throughout the County in the ability of the existing storm water infrastructure to handle very heavy amounts of rainfall; and

WHEREAS, the County has authorized a certain amount of money to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address potential weaknesses within the existing storm water infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program (hereinafter the "Grant Program"); and

WHEREAS, the Grantee has submitted an application to the County for a Flood Mitigation Grant (hereinafter "Grant"), and said application has been reviewed and approved by the review committee; and

WHEREAS, the County has determined that the Grantee should receive such flood mitigation assistance; and

WHEREAS, the Grantee represents that it is duly qualified and willing to perform the services set forth herein.

NOW THEREFORE, it is agreed between the County and the Grantee as follows:

I. AMOUNT OF GRANT

- A. The total amount of the Grant shall not exceed one hundred and eighty-seven thousand, five hundred dollars (\$187,500.00).

## B. COUNTY SHARE

1. The County shall award the Grantee \$187,500 towards the total costs of the approved Project as identified in Section II (hereinafter the "Project"). The total obligation of the County for all compensation and reimbursements to Grantee under this Grant shall not exceed one hundred and eighty-seven thousand, five hundred dollars (\$187,500.00).
2. Disbursement shall be made by the County to the Grantee in accordance with the procedures outlined in Section VI, below.

C. GRANTEE SHARE: The Grantee is required to match the County share of the costs of the Project. In-kind services by the Grantee can constitute all or part of the Grantee's required share of costs provided that proper documentation of the in-kind services is provided to, and approved by, the County, at their discretion. Prior approval for the use of in-kind services must be received by the Grantee prior to this Agreement being executed.

## II. THE PROJECT AND THE RESPONSIBILITIES OF THE PARTIES

### A. PROJECT PLAN

1. The proceeds of this Grant are to be used solely for the Project, which is described in the Project Plan (hereinafter the "Project Plan"), attached hereto as Exhibit "A." The Project Plan contains a detailed description of the nature and scope of the Project, and may be subsequently amended or revised as the Project proceeds, in accordance with the provisions of this Agreement.
2. If it is determined that the Project Plan needs to be amended or revised after the execution of this Agreement, the County and the Grantee must agree on any changes to the proposed new Project Plan before it can be approved. Copies of the agreed-upon amended or revised Project Plan shall be provided to the County and the Grantee pursuant to the notice provisions of Section IV of this Agreement.
3. The Grantee agrees to take "before and after" photographs of the Project and shall provide copies of all photographs to the County as soon as they are produced.

### B. DUTIES/REPRESENTATIONS OF THE COUNTY

1. Subject to the availability of funds, the County shall obligate sufficient funds to cover a portion of the Project's implementation costs, in Program funds.
2. The County shall coordinate with and regularly meet with the Grantee to review and ensure the progress and level of completeness of the Project.

#### C. DUTIES/REPRESENTATIONS OF THE GRANTEE

1. This Grant has been awarded to the Grantee by Oneida County for the implementation of an approved Project under the Grant Program.
2. The Grantee's Project eligible for funding shall be implemented according to the budget and time schedule identified in the application received by the County, as shown in the Project Plan, attached hereto as Exhibit "A."
3. Once this Agreement is signed, the Grantee will not be allowed to make changes in the Project to be implemented under this Agreement without technical justification provided by the Grantee's project designer, and subsequent approval, in writing, of the County.
4. The Grantee shall be responsible for the administration, supervision, management and Project oversight that may be required for the work performed under this Grant.
5. The Grantee shall ensure that all costs incurred during or as a result of this Project shall be approved costs as more fully described in Section V of this Agreement.
6. The Grantee shall comply with all federal, state and local laws and regulations and will obtain any site-specific permits required.
7. The Grantee will work to ensure that easements from any private property owners within the scope of the Project are secured prior to the execution of this Agreement. The easements shall be in favor of the Grantee, shall refer to the Project with specificity, and shall be either permanent or for a minimum period of thirty (30) years from the date of execution. Copies of executed easements shall be provided to the County. By executing this Agreement, the Grantee hereby covenants that all easements for privately-owned land within the scope of the Project have been obtained.
8. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any easements that have been obtained or were not obtained by the Grantee with respect to the Project. This indemnification is

in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below

9. The Grantee shall take all necessary and reasonable actions to dispose of all issues arising from any subcontracts between the Grantee and any subcontractors engaged in connection with the Project. This includes, but is not limited to, disputes, claims and lawsuits.
10. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any subcontracts signed by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below.
11. The Grantee will allow access to the County or their representatives to enter onto the Project location to inspect and observe the progress or work of the Project.
12. The Grantee shall allow reasonable access to the County or their representatives, to inspect, review and/or photocopy any and all documents, reports, financial data or any other records associated with the Project, and shall provide copies of same upon request by the County.
13. Upon completion of the Project, the Grantee will obtain certification from the County that the completed Project meets the applicable standards and specifications set forth in the Project Plan. The Grantee shall also properly document all eligible costs, and shall submit such proper documentation to the County for reimbursement.
14. The Grantee shall provide a local match to the cost of the Project. The Grantee's share may be provided in cash, other funding sources or in-kind services contribution (with prior approval, as referenced above).
15. The Grantee will indemnify, hold harmless and defend the County for any damages, injuries, liabilities, deaths, or other unfortunate circumstances that arise from the installation, operation or equipment damages associated with this Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below.

#### D. TERMINATION AT REQUEST OF GRANTEE

The County may terminate this Agreement immediately upon notification by the Grantee that the Grantee no longer wishes to proceed with the Project. The Agreement shall be terminated only if:

1. No funds for the Project have been spent; or
2. Some funds for the Project have been spent and the participants agree to repay all of the Grant funding earned already disbursed to the Grantee; or
3. For cause, upon twenty-four (24) hours written notice to the Grantee, in conformance with the notice provisions contained in Section IV of this Agreement; or
4. Without cause, upon thirty (30) days written notice to the Grantee in conformance with the notice provisions contained in Section IV of this Agreement.

### III. ACKNOWLEDGMENTS

- A. The Grantee agrees to acknowledge the County's financial support for the Project. Any statement, press release, bid, solicitation, or other document issued describing the Project shall provide information reflecting that County funds were used to support the Project and will contain the following language:

“This Project is made possible in part by a grant provided by the County of Oneida, through an appropriation by the Oneida County Board of Legislators. “

- B. Any site developed or improved by the Project shall display a sign, in a form approved by the County, stating the same information.

### IV. CONTACT PERSONS

- A. Any notice which any party may desire or is required at any time to give or have served upon another may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the representatives identified in this section, or to such other individuals or addresses as shall have been last furnished in writing by one party to the others. No change of designated representative or address shall be deemed sufficient unless the party making the change has provided notice to the other party.

B. The County's authorized representative for the purpose of administration of this Grant Program is:

Kristin E. Campbell, AICP , Principal Planner  
Oneida County Planning Department  
321 Main Street, Union Station  
Utica, NY 13501  
Phone (315) 798-5710  
Fax (315) 798-5852

C. The Grantee's authorized representative for the Grant Program is:

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## V. COSTS

A. ELIGIBLE COSTS: Eligible costs are those costs directly incurred by the Grantee that are solely related to and necessary for producing the work products described in the Project Plan. Eligible costs may include the following:

1. Advertising costs for bids and proposals;
2. Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Project Plan;
3. Materials & supplies;
4. Architectural and engineering services;
5. Construction management and inspection services;
6. Surveys and soil borings;

7. Actual construction of the Project; or
  8. Certain other types of costs may be eligible provided that they
    - a. Are directly incurred by the Grantee; and
    - b. Are solely related to, and necessary for, producing the work products described in the Project Plan; and
    - c. Have been previously approved, in writing, by the County.
  9. Any cost not defined as an eligible cost or not included in the Project Plan shall not be paid from County Grant funds committed to the Project.
- B. NON-ELIGIBLE COSTS: Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:
1. Any costs incurred before the effective date of this Grant;
  2. Fund raising;
  3. Taxes, except sales tax on goods and services;
  4. Insurance, except title insurance;
  5. Attorney fees; except for acquisition and clearing title to land;
  6. Loans, grants, or subsidies to persons or entities for development;
  7. Bad debts or contingency funds;
  8. Interest;
  9. Lobbyists; and
  10. Political contributions.

## VI. PAYMENT OF GRANT MONIES



- A. REIMBURSEMENT: To obtain reimbursement for eligible costs under this Grant, the Grantee shall provide the County with invoices and evidence that the portion of the Project for which payment is requested has been satisfactorily completed. All invoices shall be sent to the representatives designated in Section IV herein above. The Grantee shall submit invoices and evidence that any and all advance payments have been spent prior to requesting additional payments by the County. Invoices will be submitted for double the amount and should differentiate, when applicable, between the County and local share of the Project costs. No facsimiles will be accepted. Invoices must be received by the County within sixty (60) days after the completion of the Project or the expiration of this Grant as set forth in Section XI herein below, whichever occurs first. Invoices received after that date will not be eligible for reimbursement. The County's authorized representative has final authority for acceptance of Grantee's services, determination as to whether the expenditures are eligible for reimbursement under this Grant, and verification of the total amount requested. The Grantee shall not receive payment for work found by the County, in its sole discretion to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. No more than ninety (90) percent of the County's share of the cost shall be paid by the County until the County has determined that the Grantee has satisfactorily fulfilled all of the terms of this Grant. The Grantee shall arrange for a tour of the Project areas prior to release of the final ten (10) percent of the funds.
- B. ADVANCEMENT: Under this Grant, the County agrees to advance up to fifty (50%) percent, or ninety-three thousand, seven hundred and fifty dollars (\$93,750.00) of the Grant to the Grantee upon this Grant becoming effective pursuant to the terms contained in Section XI herein below. The Grantee shall subsequently provide invoices and evidence justifying its expenditure of that amount. Any portion of that amount which is either not spent or constitutes a non-eligible cost shall be returned to the County. Monies advanced under this Agreement must not be placed in an interest-bearing account.

## VII. ACCOUNTING AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Grant to the extent and in such detail that will accurately reflect the total cost of the Project. The Grantee shall use generally accepted accounting principles. All records shall be retained for five (5) years after completion of the Project. The County, or their representatives, shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the Grant.

## VIII. INDEMNIFICATION

- A. To the fullest extent permitted by applicable law, the Grantee (the "Indemnifying Party") shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Grantee's authorized personnel) arising out of or in connection with the exercise by Grantee or any of Grantee's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

## IX. INSURANCE REQUIREMENTS

- A. The Grantee shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
    - a. CGL coverage shall be written on ISO occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
    - b. The County (for purposes of this form, specifically named as "Oneida County"), and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
  2. Workers Compensation and Employers Liability

- a. Statutory limits apply.
3. Automobile Liability
- a. Business auto liability with limits of at least \$1,000,000 each accident.
  - b. Business auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - c. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
4. Commercial Umbrella
- a. Umbrella limits must be not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
  - b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
  - c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
- B. Waiver of Subrogation: the Grantee waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or workers compensation and employers liability insurance maintained per requirements stated above.
- C. Certificates of Insurance: Prior to the start of any work, the Grantee shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Grantee's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

## X. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree

that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

## XI. TERM

- A. EFFECTIVE DATE: This Grant shall become legally effective upon such date as this Agreement is executed by the Oneida County Executive or his designee and shall remain in effect until December 31, 2025, or until all obligations set forth in this Grant have been satisfactorily fulfilled, whichever occurs first.
- B. TERMINATION: This Grant may be terminated by the County or the Grantee at any time with or without cause upon thirty (30) days written notice to the other parties. In the event of such a cancellation, the Grantee shall be entitled to payment determined on a pro-rata basis for work or services satisfactorily performed.

## XII. ASSIGNMENT:

- A. The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the County.

## XIII. RESILIENCY AND FEDERAL FUNDING ELGIBILITY

### A. RESILIENCY AND RESILIENCE PROJECTS

1. The Grantee hereby acknowledges that it understands that only projects involving “resiliency” actions shall be eligible for Grants under this Agreement.
2. For the purposes of this Agreement, “Resiliency” shall refer to those projects involving reducing or eliminating potential losses by breaking the cycle of damage, reconstruction, and repeated damage. Examples of resilience-based mitigation measures are: community-wide risk reduction projects; efforts to improve the resilience of critical infrastructure and key resource lifelines; reducing vulnerabilities from natural hazards, climate change, or acts of terrorism; and initiatives that reduce future risks after a disaster has occurred.
3. The Grantee hereby acknowledges and agrees that no Program funds may be used to repair any previously-damaged infrastructure, or to restore any infrastructure to its pre-storm condition.

B. FEDERAL FUNDING ELIGIBILITY

1. It is understood and agreed by the Parties hereto that the main purpose of the Grant Program undertaken by the County is to provide Grants to municipalities for mitigation efforts that may not otherwise be eligible for federal assistance, specifically grants or reimbursements from the Federal Emergency Management Agency (FEMA).
2. The Grantee hereby acknowledges that it understands that if a Project is undertaken under this Grant Program, the acceptance of Grant Funds from this Grant Program will affect any future eligibility for federal assistance under the Stafford Act, 42 U.S.C. 5121, *et seq.*

XIV. EXECUTORY NATURE OF AGREEMENT

- A. It is understood and agreed by all parties, that this Grant is funded through the Grant Program, and if, at any time, the Grant Program terminates, Program funds become unavailable or are exhausted, or the Grant Program expires through act of law or otherwise, the funding for this Agreement shall likewise terminate. Should the Grant Program expire or the Grant Program funding become unavailable, the County shall be under no obligation to make any further payments under this Agreement. All parties' obligations to the others under this Agreement shall terminate, effective immediately, upon notification of the termination of the Grant Program or the unavailability of the Grant Funds.

XV. ENTIRE AGREEMENT:

- A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions).
- B. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

COUNTY OF ONEIDA

BY: \_\_\_\_\_

**ANTHONY J. PICENTE, JR.**

**Oneida County Executive**

SAUQUOIT CREEK BASIN INTERMUNICIPAL COMMISSION

By: \_\_\_\_\_

**DAVE GLENN**

**Chairperson**

**Approved**

\_\_\_\_\_  
Robert E Pronteau  
Oneida County Attorney

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a



criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  - i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  - ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records



shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

#### 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

#### 19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;  
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Exhibit A



County Executive Anthony J. Picente, Jr.  
800 Park Avenue • Utica, New York 13501

# Oneida County Flood Mitigation Grant Program Application

## Applicant Information

1. Municipality:

Sauquoit Creek Basin Intermunicipal Commission

2. Name of Chief Elected Official:

Dave Glenn

3. Primary Contact and Title:

Chairperson Dave Glenn

4. Mailing Address

Sauquoit Creek Basin  
Intermunucpal Commission  
c/o  
OC Planning Dept.  
321 Main Street  
Utica, NY 13501

5. Email Address

daveglenn37@gmail.com

6. Phone Number

(315)534-5048

7. Federal Employer ID Number (EIN):

27-0118366

## Project Information

1. Project Name:

Sauquoit Creek - South- Modeling and Conceptual Design

2. Amount Requested:

\$187,500

2a. Total Project Cost:

\$375,000

3. Location:

See attached maps

4. Tax Parcel ID Number(s):

n/a

5. Brief Description of Project Type: (i.e: stream stabilization, box culvert righting, updating zoning)

Request is to perform hydraulic modeling and conceptual engineering design documents at 5 specific locations along the Sauquoit Creek in NY Mills, City of Utica, Washington Mills and Chadwicks areas of New Hartford that have been impacted by recent, historic flooding. The modeled and designed mitigation projects will be used in applications for future construction funding in the next NY CFA.

## Project Information Continued

6. Project Start Date:

upon approval of grant

7. Estimated Duration of Construction:

3 months of modeling and design

8. Is the Project Located On: Public  or Private Land  ? (check one)

9. Does Applicant Own  or have Easement  ? (check one)

10. Have there been Repetitive Losses/Repairs at this Location? Yes  or No  (check one)

11. Affected Waterbodies:

Sauquoit Creek

12. List Required Permits:

n/a

## Supporting Documents

- ◇ Brief narrative describing existing conditions and how this might be improved with a resiliency project
- ◇ Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing
- ◇ Photographs of the project site
- ◇ Location maps
- ◇ Budget including narrative that describes sources of matching funds

## Budget

Please use the form below as a template for the proposed project budget.

Budget Categories	Grant Funds Requested	Match Funds*	Total
Personnel			
Salary			
Fringe			
Contractual	\$187,500	\$187,500	\$375,000
Equipment			
Engineering			
Supplies			
Other			
<b>Total</b>	\$187,500	\$187,500	\$375,000



## Match Funds

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personal & fringe benefits
- Equipment used on the project (using FEMA's schedule of equipment rates)
- Engineering fees
- Supplies
- Other costs associated with project

<b>Brief Description of Source of Match Funds</b>	<b>Amount</b>
Member contributions from the SCBIC	\$37,50000
Pending Grant from NYS DEC-NPS Program	\$150,000
<b>Total</b>	<b>\$ \$187,500</b>

**Please return application and supporting materials to:**

**Oneida County Department of Planning**

**Boehlert Center @ Union Station**

**321 Main St. 3rd Floor**

**Utica, NY 13501**

**For questions, call (315) 798-5710 or email [planning@ocgov.net](mailto:planning@ocgov.net)**

## Narrative

The SCBIC hired an engineer to study the Sauquoit Creek and look at areas that would benefit from sediment and debris management. After the Halloween 2019 storms, it was discovered that sediment from upstream communities was deposited on the lower reaches where the Sauquoit Creek Bank Stabilization and Flood Plain Restoration project has been constructed. The material from these storms has damaged the work completed at Dunham Manor Park during the summer of 2019 requires repairs.

In order to move further upstream with efforts to stabilize the stream banks and flood plain restoration, a hydraulic study and design concept needs to be similar to what was done downstream in Whitestown and Whitesboro. These conceptual designs will be used for submission for grants for construction from NYS EFC.

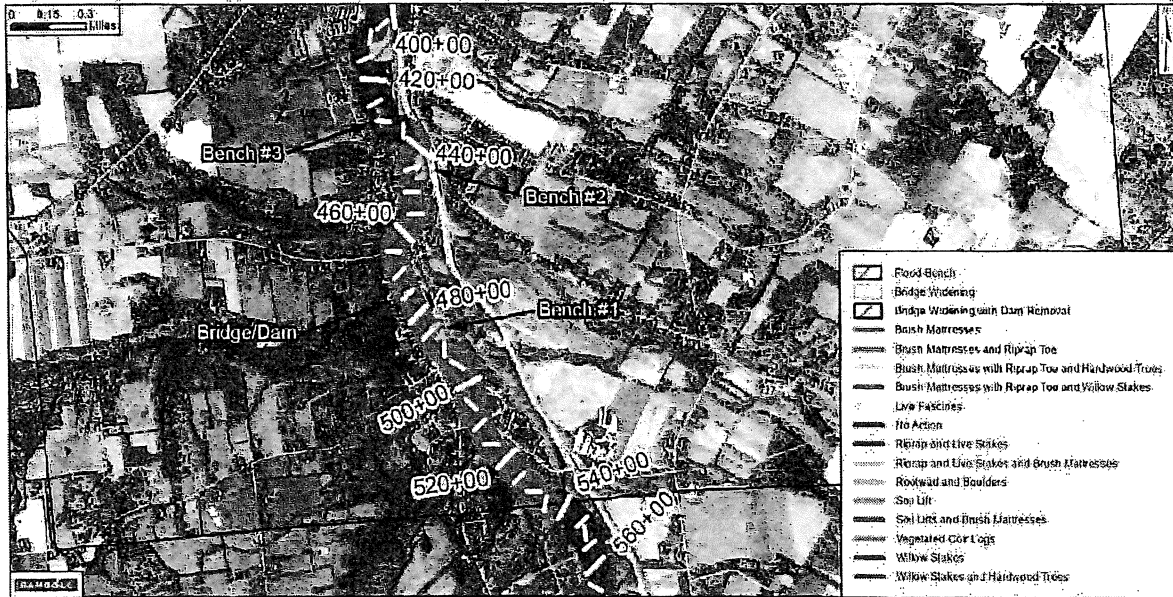
Due to the location of the projects in three separate municipalities, the logical action is to have the SCBIC act as the project sponsor. The Sauquoit Creek Basin Intermunicipal Commission (SCBIC) was created from a group of municipalities, agencies and organizations who are signatories to a Sauquoit Creek Intermunicipal Agreement. The main purpose of the SCBIC is to provide a structure to address issues related to watershed management, flooding, and stormwater on a regional basis.

The powers and duties of the Sauquoit Creek Basin Intermunicipal Commission include:

- Identify watershed, flooding, and stormwater management needs and projects within the Sauquoit Creek Basin;
- Evaluate projects on a watershed basis to determine potential effects or impacts of one project on another project.
- Share costs, services, and equipment or other resources among municipalities and stakeholders to accomplish chosen projects.
- Complete the construction, operation, maintenance and management of approved Commission projects and activities.

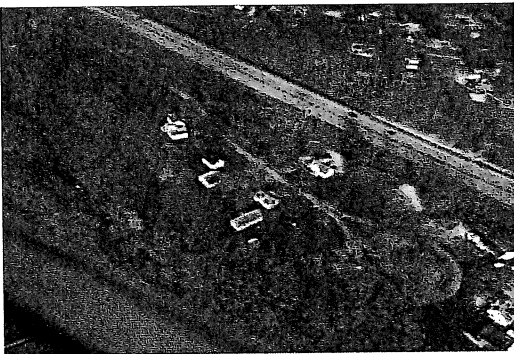
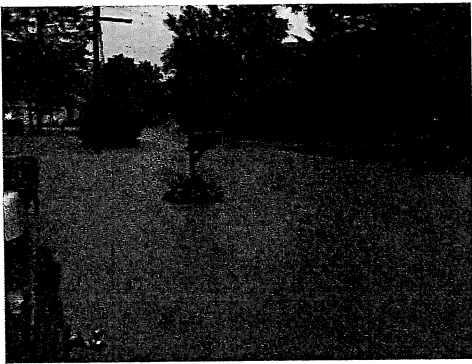
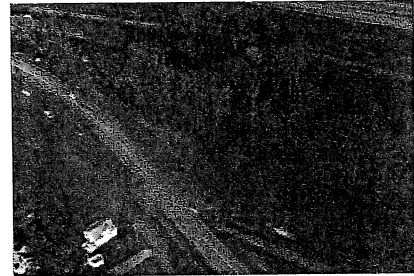
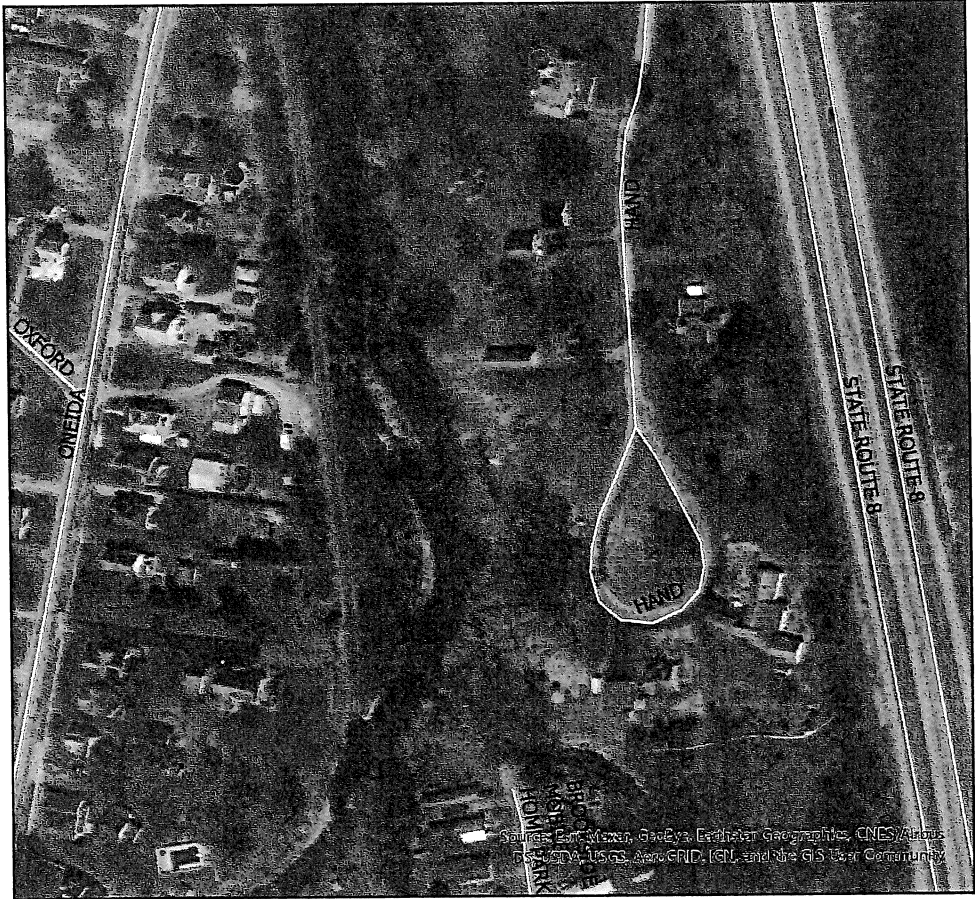
The SCBIC has proven to be able to complete these efforts with funding from the Oneida County Flood Mitigation Grant Program. The Commission received grant funding for an inundation and drainage study that examined the flood of the 2019 and used that study to support the need for resident acquisition. As a result, the Town of Whitestown has entered into an agreement with the USDA-NRCS for \$20million in grant funds to assist individual property owners get out the flood plain. The goal of this application to receive funds to a model the creek and have engineers do a conceptual project design that can be used to get other non-local grant sources for construction.

Zone D: New Hartford / Washington Mills



Strategy	ID	River Station	Potential Benefits
Flood Bench	Bench #1	478+50 to 474+50	WSEL reductions of up to 1 foot at low flows only
Flood Bench	Bench #2	441+00 to 432+50	WSEL reductions of up to 1 foot
Flood Bench	Bench #3	426+50 to 418+00	WSEL reductions of up to 2 feet
Bleachery Avenue - Bridge Widening by 25 feet with Dam Removal	Bridge / Dam	473+00 to 465+50	WSEL reductions of up to 4 feet

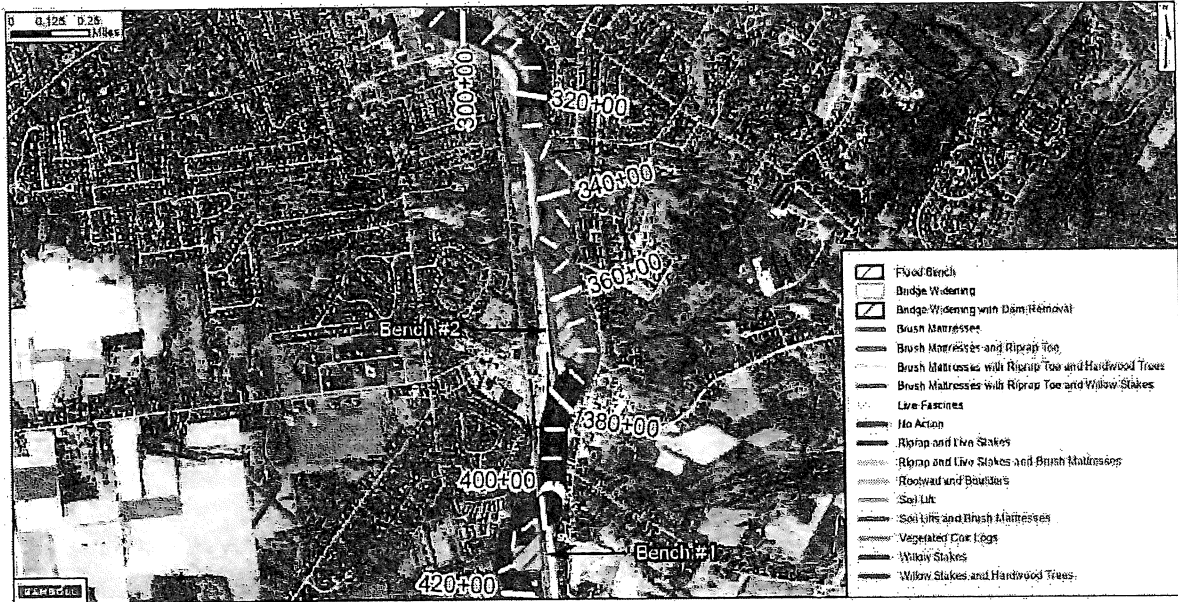
Hand Place, New Hartford



Source: Esri, DeLorme, GeoEye, Earthstar Geographics, CNES/Airbus, DigitalGlobe, GeoEye, IGN, AerGRID, IGN, and the GIS User Community



Zone E: New Hartford / Utica – Upstream



Strategy	ID	River Station	Potential Benefits
Flood Bench	Bench #1	409+00 to 393+50	WSEL reductions of up to 2.5 feet
Flood Bench	Bench #2	363+50 to 353+00	WSEL reductions of up to 4 feet



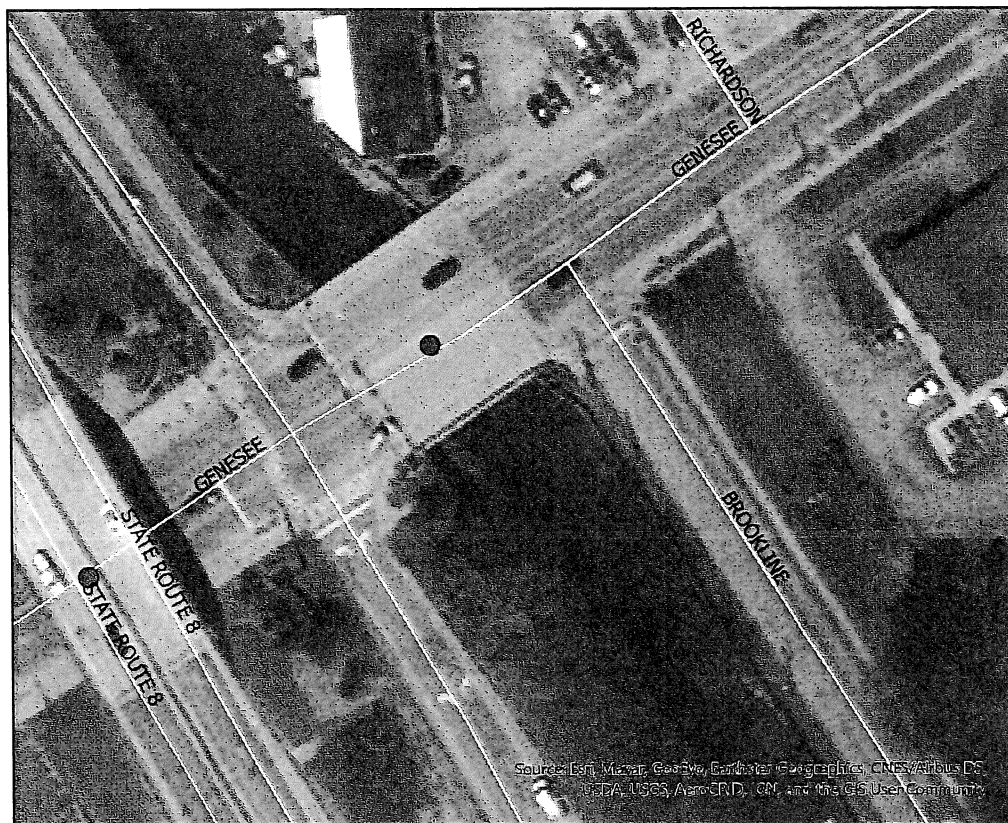


## Zone F: New Hartford / Utica – Downstream



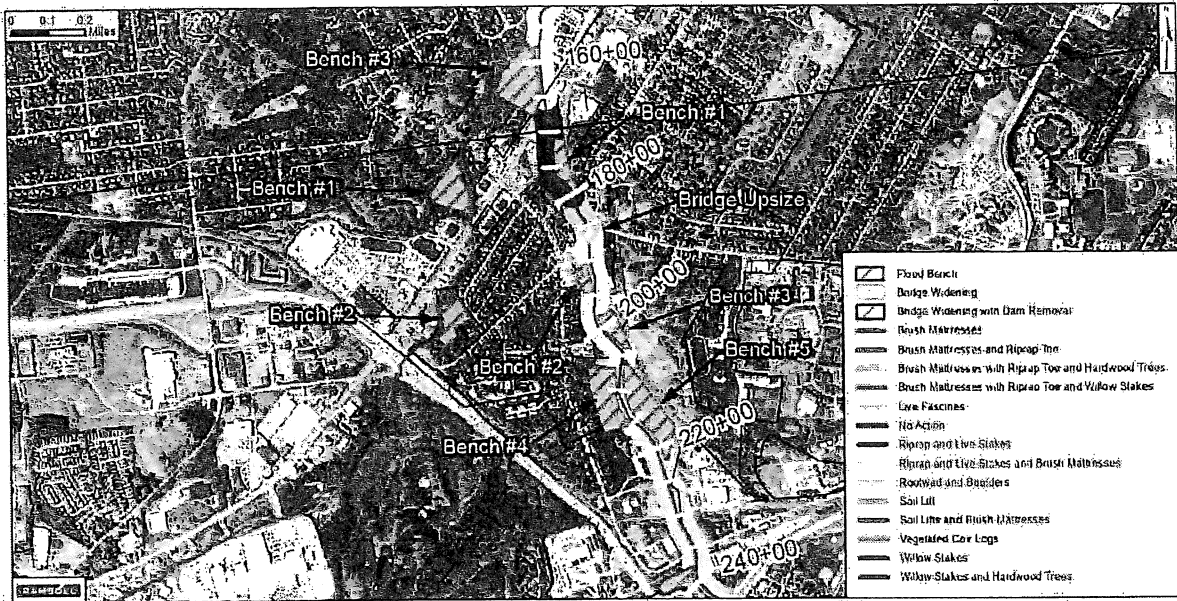
Strategy	ID	River Station	Potential Benefits
Flood Bench	Bench #1	237+00 to 230+50	WSEL reductions of up to 2.5 feet
Flood Bench	Bench #2	308+00 to 297+50	WSEL reductions of up to 4 feet
Flood Bench	Bench #3	301+50 to 297+50	WSEL reductions of up to 1 foot
Flood Bench	Bench #4	251+00 to 241+00	WSEL reductions of up to 0.5 feet
Genesee Street – Bridge Widening by 25 feet	Bridge Upsize	269+00 to 267+50	WSEL reductions of up to 3.5 feet

# Utica/ Village of New Hartford Line along Brookline Drive



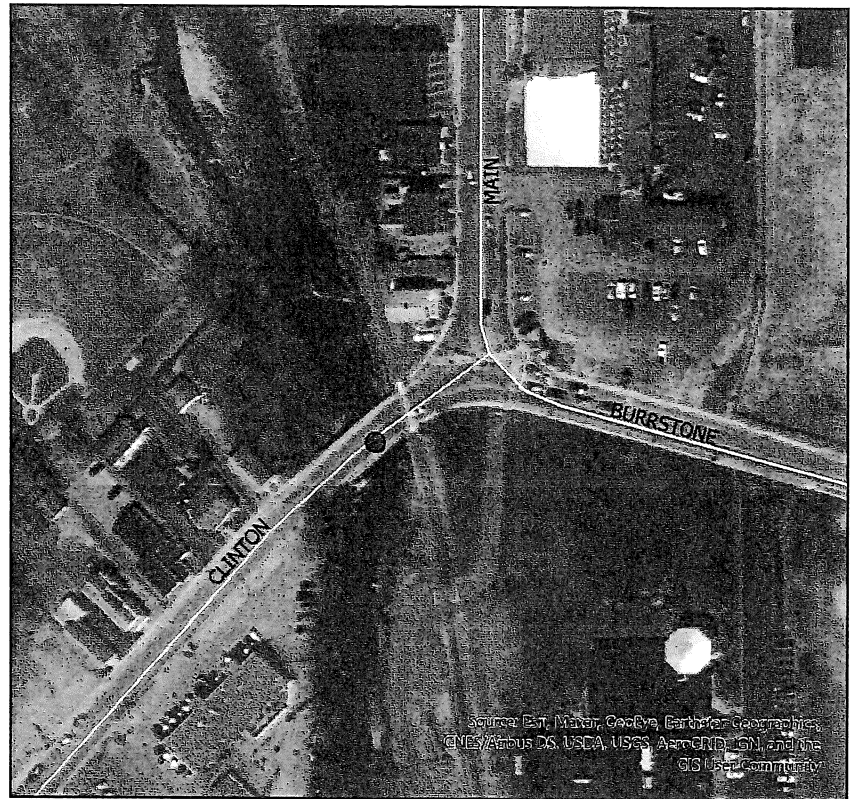


# Zone G: New York Mills / New Hartford

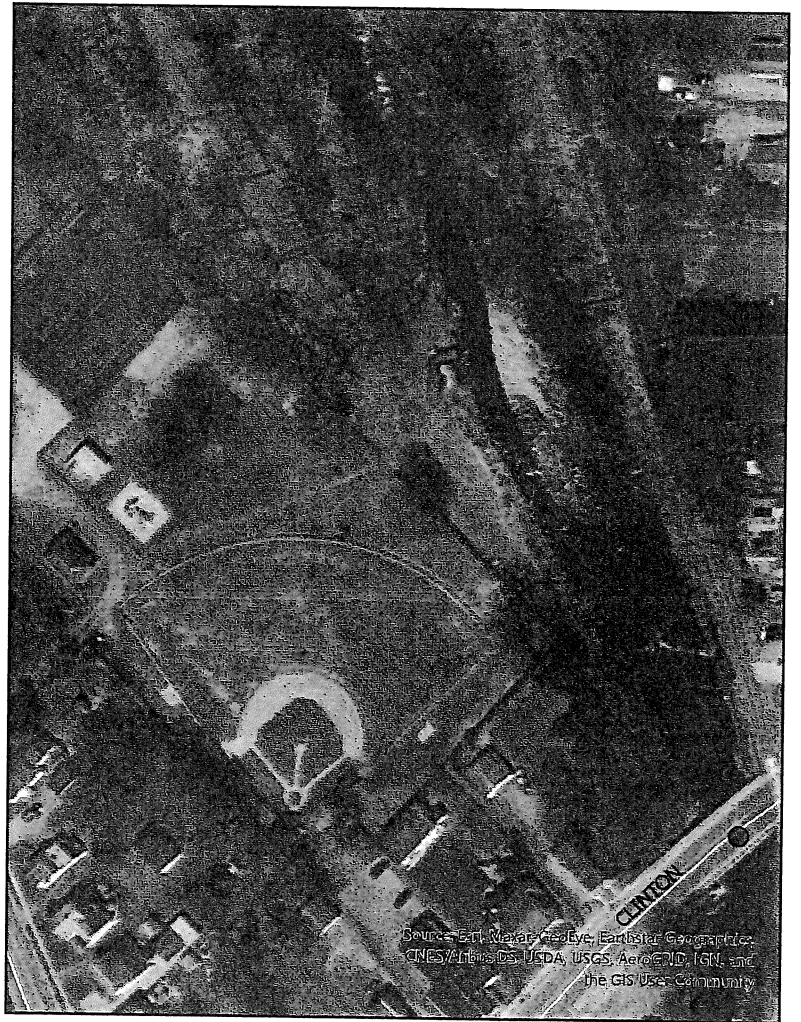


Strategy	ID	River Station	Potential Benefits
Flood Bench	Bench #1	Sauquoit Creek 172+00 to 164+00	No significant reduction in WSELs.
Flood Bench	Bench #2	Sauquoit Creek 188+00 to 183+00	WSEL reductions of up to 0.8 feet
Flood Bench	Bench #3	Sauquoit Creek 198+00 to 191+00	WSEL reductions of up to 0.5 feet at low flows only
Flood Bench	Bench #4	Sauquoit Creek 209+00 to 199+00	WSEL reductions of up to 3 feet
Flood Bench	Bench #5	Sauquoit Creek 213+00 to 201+50	WSEL reductions of up to 2.5 feet
Clinton Street – Bridge Widening by 25 feet	Bridge Upsize	Sauquoit Creek 180+00 to 178+50	WSEL reductions of up to 3.5 feet
Flood Bench	Bench #1	Mud Creek 33+00 to 26+00	WSEL reductions of up to 0.5 feet
Flood Bench	Bench #2	Mud Creek 53+00 to 47+00	WSEL reductions of up to 1.9 feet
Flood Bench	Bench #3 *	Mud Creek 12+00 to 0+00	WSEL reductions of up to 0.8 feet at low flows only

# Main Street Bridge to the South, New York Mills



# Pietryka Park, New York Mills



35

Source: Earthstar Geospatial, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



ONEIDA COUNTY
DEPARTMENT OF PLANNING

Boehlert Center at Union Station
321 Main St., Utica NY 13501
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.
County Executive

JAMES J. GENOVESE, II
Commissioner

August 11, 2021

Anthony J. Picente, Jr.
County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

FN 20 21-243

PUBLIC WORKS

WAYS & MEANS

Re: Oneida County Flood Mitigation Grant Program

Dear County Executive Picente:

As you are aware, the County authorized \$2 million to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address weaknesses within the existing stormwater infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program. Several municipalities within Oneida County, including the Town of Marshall, Town of Kirkland, Village of Waterville, Town of Whitestown, and the Sauquoit Creek Basin Intermunicipal Commission (SCBIC) are requesting funds for projects intended to mitigate or reduce the risk of flooding in their community.

The project, the municipalities, and the total amount requested are listed below. The total amount requested by Oneida County is \$1,102,161.00.

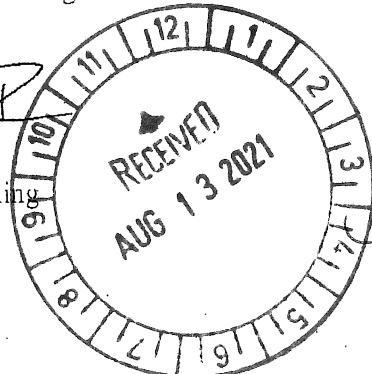
Table with 3 columns: Municipality, Project, Cost. Rows include Town of Marshall, Town of Kirkland, Village of Waterville, Town of Whitestown, and SCBIC with their respective projects and costs.

These projects are time-sensitive and the upstate New York construction season is limited. The distribution of the Flood Mitigation monies and the implementation of these projects will be accomplished through the execution of contracts between the County and several local municipalities.

Should the requests herein meet with your approval, I respectfully request that you forward this letter and flood mitigation grant agreement to the Board of Legislators for their consideration and approval at their next meeting.

Sincerely,

James J. Genovese II
Commissioner of Planning



Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 8-12-21

Oneida Co. Department: Planning

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Town of Whitestown  
8539 Clark Mills Road  
Whitesboro, NY 13492

**Title of Activity or Service:** This agreement is between Oneida County and the Town of Whitestown for Sauquoit Creek stream bank stabilization and floodplain bench project awarded funds from the Oneida County Flood Mitigation Grant Program for flood mitigation projects in Oneida County.

**Proposed Dates of Operation:** Upon execution – Completion of Project  
Anticipated (December 31, 2025)

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

1) **Narrative Description of Proposed Services:** The award of \$400,000 for a Sauquoit Creek stream bank stabilization and floodplain bench project in the Town of Whitestown that has been impacted by flooding.

2) **Program/Service Objectives and Outcomes:** Flood Mitigation

3) **Program Design and Staffing:**

**Total Funding Requested:** \$400,000                      **Account # H562**

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County \$400,000/ Local \$3,822,498

**Cost Per Client Served:** N/A

**Past Performance Data:** Oneida County has successfully partnered with the Town of Whitestown on prior projects, with excellent results.

**O.C. Department Staff Comments:** N/A

FLOOD MITIGATION GRANT AGREEMENT BETWEEN

ONEIDA COUNTY

AND

THE TOWN OF WHITESTOWN

THIS GRANT AGREEMENT (hereinafter "Agreement") is made between the County of Oneida, a municipal corporation organized and existing under the laws of the state of New York, with its principal place of business located at 800 Park Ave., Utica, New York 13501 (hereinafter the "County"), and the Town of Whitestown, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 8539 Clark Mills Road, Whitesboro, New York (hereinafter the "Grantee").

WHEREAS, the July 1, 2017 storm caused significant damage within the County as a result of flooding brought on by record amounts of rainfall. This damage exposed many weaknesses throughout the County in the ability of the existing storm water infrastructure to handle very heavy amounts of rainfall; and

WHEREAS, the County has authorized a certain amount of money to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address potential weaknesses within the existing storm water infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program (hereinafter the "Grant Program"); and

WHEREAS, the Grantee has submitted an application to the County for a Flood Mitigation Grant (hereinafter "Grant"), and said application has been reviewed and approved; and

WHEREAS, the County has determined that the Grantee should receive such flood mitigation assistance; and

WHEREAS, the Grantee represents that it is duly qualified and willing to perform the services set forth herein.

NOW THEREFORE, it is agreed between the County and the Grantee as follows:

I. AMOUNT OF GRANT

A. The total amount of the Grant shall not exceed four hundred thousand dollars (\$400,000.00).

B. COUNTY SHARE

1. The County shall award the Grantee \$400,000 towards the total costs of the approved Project as identified in Section II (hereinafter the "Project"). The total obligation of the County for all compensation and reimbursements to Grantee under this Grant shall not exceed four hundred thousand dollars (\$400,000.00).
  2. Disbursement shall be made by the County to the Grantee in accordance with the procedures outlined in Section VI, below.
- C. GRANTEE SHARE: The Grantee is required to match the County share of the costs of the Project. In-kind services by the Grantee can constitute all or part of the Grantee's required share of costs provided that proper documentation of the in-kind services is provided to, and approved by, the County, at their discretion. Prior approval for the use of in-kind services must be received by the Grantee prior to this Agreement being executed.

## II. THE PROJECT AND THE RESPONSIBILITIES OF THE PARTIES

### A. PROJECT PLAN

1. The proceeds of this Grant are to be used solely for the Project, which is described in the Project Plan (hereinafter the "Project Plan"), attached hereto as Exhibit "A." The Project Plan contains a detailed description of the nature and scope of the Project, and may be subsequently amended or revised as the Project proceeds, in accordance with the provisions of this Agreement.
2. If it is determined that the Project Plan needs to be amended or revised after the execution of this Agreement, the County and the Grantee must agree on any changes to the proposed new Project Plan before it can be approved. Copies of the agreed-upon amended or revised Project Plan shall be provided to the County and the Grantee pursuant to the notice provisions of Section IV of this Agreement.
3. The Grantee agrees to take "before and after" photographs of the Project and shall provide copies of all photographs to the County as soon as they are produced.

### B. DUTIES/REPRESENTATIONS OF THE COUNTY

1. Subject to the availability of funds, the County shall obligate sufficient funds to cover a portion of the Project's implementation costs, in Program funds.



2. The County shall coordinate with and regularly meet with the Grantee to review and ensure the progress and level of completeness of the Project.

C. DUTIES/REPRESENTATIONS OF THE GRANTEE

1. This Grant has been awarded to the Grantee by Oneida County for the implementation of an approved Project under the Grant Program.
2. The Grantee's Project eligible for funding shall be implemented according to the budget and time schedule identified in the application received by the County, as shown in the Project Plan, attached hereto as Exhibit "A."
3. Once this Agreement is signed, the Grantee will not be allowed to make changes in the Project to be implemented under this Agreement without technical justification provided by the Grantee's project designer, and subsequent approval, in writing, of the County.
4. The Grantee shall be responsible for the administration, supervision, management and Project oversight that may be required for the work performed under this Grant.
5. The Grantee shall ensure that all costs incurred during or as a result of this Project shall be approved costs as more fully described in Section V of this Agreement.
6. The Grantee shall comply with all federal, state and local laws and regulations and will obtain any site-specific permits required.
7. The Grantee will work to ensure that easements from any private property owners within the scope of the Project are secured prior to the execution of this Agreement. The easements shall be in favor of the Grantee, shall refer to the Project with specificity, and shall be either permanent or for a minimum period of thirty (30) years from the date of execution. Copies of executed easements shall be provided to the County. By executing this Agreement, the Grantee hereby covenants that all easements for privately-owned land within the scope of the Project have been obtained.
8. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any easements that have been obtained or were not obtained by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below



9. The Grantee shall take all necessary and reasonable actions to dispose of all issues arising from any subcontracts between the Grantee and any subcontractors engaged in connection with the Project. This includes, but is not limited to, disputes, claims and lawsuits.
10. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any subcontracts signed by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below.
11. The Grantee will allow access to the County or their representatives to enter onto the Project location to inspect and observe the progress or work of the Project.
12. The Grantee shall allow reasonable access to the County or their representatives, to inspect, review and/or photocopy any and all documents, reports, financial data or any other records associated with the Project, and shall provide copies of same upon request by the County.
13. Upon completion of the Project, the Grantee will obtain certification from the County that the completed Project meets the applicable standards and specifications set forth in the Project Plan. The Grantee shall also properly document all eligible costs, and shall submit such proper documentation to the County for reimbursement.
14. The Grantee shall provide a local match to the cost of the Project. The Grantee's share may be provided in cash, other funding sources or in-kind services contribution (with prior approval, as referenced above).
15. The Grantee will indemnify, hold harmless and defend the County for any damages, injuries, liabilities, deaths, or other unfortunate circumstances that arise from the installation, operation or equipment damages associated with this Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below.

#### D. TERMINATION AT REQUEST OF GRANTEE

The County may terminate this Agreement immediately upon notification by the Grantee that the Grantee no longer wishes to proceed with the Project. The Agreement shall be terminated only if:

1. No funds for the Project have been spent; or
2. Some funds for the Project have been spent and the participants agree to repay all of the Grant funding earned already disbursed to the Grantee; or
3. For cause, upon twenty-four (24) hours written notice to the Grantee, in conformance with the notice provisions contained in Section IV of this Agreement; or
4. Without cause, upon thirty (30) days written notice to the Grantee in conformance with the notice provisions contained in Section IV of this Agreement.

### III. ACKNOWLEDGMENTS

- A. The Grantee agrees to acknowledge the County's financial support for the Project. Any statement, press release, bid, solicitation, or other document issued describing the Project shall provide information reflecting that County funds were used to support the Project and will contain the following language:

“This Project is made possible in part by a grant provided by the County of Oneida, through an appropriation by the Oneida County Board of Legislators. “

- B. Any site developed or improved by the Project shall display a sign, in a form approved by the County, stating the same information.

### IV. CONTACT PERSONS

- A. Any notice which any party may desire or is required at any time to give or have served upon another may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the representatives identified in this section, or to such other individuals or addresses as shall have been last furnished in writing by one party to the others. No change of designated representative or address shall be deemed sufficient unless the party making the change has provided notice to both the other parties.
- B. The County's authorized representative for the purpose of administration of this Grant Program is:

Kristin E. Campbell, AICP , Principal Planner  
Oneida County Planning Department  
321 Main Street, Union Station

Utica, NY 13501  
Phone (315) 798-5710  
Fax (315) 798-5852

C. The Grantee's authorized representative for the Grant Program is:

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V. COSTS

A. ELIGIBLE COSTS: Eligible costs are those costs directly incurred by the Grantee that are solely related to and necessary for producing the work products described in the Project Plan. Eligible costs may include the following:

1. Advertising costs for bids and proposals;
2. Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Project Plan;
3. Materials & supplies;
4. Architectural and engineering services;
5. Construction management and inspection services;
6. Surveys and soil borings;
7. Actual construction of the Project; or
8. Certain other types of costs may be eligible provided that they
  - a. Are directly incurred by the Grantee; and

- b. Are solely related to, and necessary for, producing the work products described in the Project Plan; and
  - c. Have been previously approved by the County in writing.
9. Any cost not defined as an eligible cost or not included in the Project Plan shall not be paid from County Grant funds committed to the Project.
- B. NON-ELIGIBLE COSTS: Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:
1. Any costs incurred before the effective date of this Grant;
  2. Fund raising;
  3. Taxes, except sales tax on goods and services;
  4. Insurance, except title insurance;
  5. Attorney fees; except for acquisition and clearing title to land;
  6. Loans, grants, or subsidies to persons or entities for development;
  7. Bad debts or contingency funds;
  8. Interest;
  9. Lobbyists; and
  10. Political contributions.

## VI. PAYMENT OF GRANT MONIES

- A. REIMBURSEMENT: To obtain reimbursement for eligible costs under this Grant, the Grantee shall provide the County with invoices and evidence that the portion of the Project for which payment is requested has been satisfactorily completed. All invoices shall be sent to the representatives designated in Section IV herein above. The Grantee shall submit invoices and evidence that any and all advance payments have been spent prior to

requesting additional payments by the County. Invoices will be submitted for double the amount and should differentiate, when applicable, between the County and local share of the Project costs. No facsimiles will be accepted. Invoices must be received by the County within sixty (60) days after the completion of the Project or the expiration of this Grant as set forth in Section XI herein below, whichever occurs first. Invoices received after that date will not be eligible for reimbursement. The County's authorized representative has final authority for acceptance of Grantee's services, determination as to whether the expenditures are eligible for reimbursement under this Grant, and verification of the total amount requested. The Grantee shall not receive payment for work found by the County, in its sole discretion to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. No more than ninety (90) percent of the County's share of the cost shall be paid by the County until the County has determined that the Grantee has satisfactorily fulfilled all of the terms of this Grant. The Grantee shall arrange for a tour of the Project areas prior to release of the final ten (10) percent of the funds.

- B. **ADVANCEMENT:** Under this Grant, the County agrees to advance up to fifty (50%) percent, or two hundred thousand dollars (\$200,000.00) of the Grant to the Grantee upon this Grant becoming effective pursuant to the terms contained in Section XI herein below. The Grantee shall subsequently provide invoices and evidence justifying its expenditure of that amount. Any portion of that amount which is either not spent or constitutes a non-eligible cost shall be returned to the County. Monies advanced under this Agreement must not be placed in an interest-bearing account.

## VII. ACCOUNTING AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Grant to the extent and in such detail that will accurately reflect the total cost of the Project. The Grantee shall use generally accepted accounting principles. All records shall be retained for five (5) years after completion of the Project. The County, or their representatives, shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the Grant.

## VIII. INDEMNIFICATION

- A. To the fullest extent permitted by applicable law, the Grantee (the "Indemnifying Party") shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and

disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Grantee's authorized personnel) arising out of or in connection with the exercise by Grantee or any of Grantee's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

## IX. INSURANCE REQUIREMENTS

- A. The Grantee shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
  1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
    - a. CGL coverage shall be written on ISO occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
    - b. The County (for purposes of this form, specifically named as "Oneida County"), and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
  2. Workers Compensation and Employers Liability
    - a. Statutory limits apply.
  3. Automobile Liability
    - a. Business auto liability with limits of at least \$1,000,000 each accident.

- b. Business auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
    - c. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- 4. Commercial Umbrella
  - a. Umbrella limits must be not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
  - b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
  - c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
- B. Waiver of Subrogation: the Grantee waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or workers compensation and employers liability insurance maintained per requirements stated above.
- C. Certificates of Insurance: Prior to the start of any work, the Grantee shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Grantee's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

## X. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

## XI. TERM

- A. EFFECTIVE DATE: This Grant shall become legally effective upon such date as this Agreement is executed by the Oneida County Executive or his designee and shall remain in effect until December 31, 2025, or until all obligations set forth in this Grant have been satisfactorily fulfilled, whichever occurs first.
- B. TERMINATION: This Grant may be terminated by the County or the Grantee at any time with or without cause upon thirty (30) days written notice to the other parties. In the event of such a cancellation, the Grantee shall be entitled to payment determined on a pro-rata basis for work or services satisfactorily performed.

XII. ASSIGNMENT:

- A. The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the County.

XIII. RESILIENCY AND FEDERAL FUNDING ELGIBILITY

A. RESILIENCY AND RESILIENCE PROJECTS

1. The Grantee hereby acknowledges that it understands that only projects involving “resiliency” actions shall be eligible for Grants under this Agreement.
2. For the purposes of this Agreement, “Resiliency” shall refer to those projects involving reducing or eliminating potential losses by breaking the cycle of damage, reconstruction, and repeated damage. Examples of resilience-based mitigation measures are: community-wide risk reduction projects; efforts to improve the resilience of critical infrastructure and key resource lifelines; reducing vulnerabilities from natural hazards, climate change, or acts of terrorism; and initiatives that reduce future risks after a disaster has occurred.
3. The Grantee hereby acknowledges and agrees that no Program funds may be used to repair any previously-damaged infrastructure, or to restore any infrastructure to its pre-storm condition.

B. FEDERAL FUNDING ELIGIBILITY

1. It is understood and agreed by the Parties hereto that the main purpose of the Grant Program undertaken by the County is to provide Grants to municipalities for mitigation efforts that may not otherwise be eligible for federal assistance, specifically grants or reimbursements from the Federal Emergency Management Agency (FEMA).



2. The Grantee hereby acknowledges that it understands that if a Project is undertaken under this Grant Program, the acceptance of Grant Funds from this Grant Program will affect any future eligibility for federal assistance under the Stafford Act, 42 U.S.C. 5121, *et seq.*

#### XIV. EXECUTORY NATURE OF AGREEMENT

- A. It is understood and agreed by all parties, that this Grant is funded through the Grant Program, and if, at any time, the Grant Program terminates, Program funds become unavailable or are exhausted, or the Grant Program expires through act of law or otherwise, the funding for this Agreement shall likewise terminate. Should the Grant Program expire or the Grant Program funding become unavailable, the County shall be under no obligation to make any further payments under this Agreement. All parties' obligations to the others under this Agreement shall terminate, effective immediately, upon notification of the termination of the Grant Program or the unavailability of the Grant Funds.

#### XV. ENTIRE AGREEMENT:

- A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions).
- B. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

COUNTY OF ONEIDA

BY: \_\_\_\_\_  
**ANTHONY J. PICENTE, JR.**  
**Oneida County Executive**

TOWN OF WHITESTOWN

By: \_\_\_\_\_  
**SHAUN J. KALETA**  
**Town Supervisor**

**Approved**

\_\_\_\_\_  
Robert E Pronteau  
Oneida County Attorney

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:



- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

#### 19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that



delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Oneida Co. Department: Board of Elections

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	_____X_____

**ONEIDA COUNTY BOARD**

Name & Address of Vendor: New York State Board of Elections  
40 North Pearl Street, Suite 5  
Albany, NY 12207-2729

Title of Activity or Service: GRANT: Technology Innovation and Election Resource (TIER)  
Grant Program.

Proposed Dates of Operation: April 7, 2021 to January 27, 2023

Client Population/Number to be served: N/A

**Summary Statements**

- 1) Narrative Description of Proposed Services:** Grant to reimburse the Oneida County Board of Elections for local dollars spent to further implement the capital purchase of software, technology upgrades, equipment and broad band service.
- 2) Program/Service Objectives and Outcomes:** See Number "1" above.
- 3) Program Design and Staffing:** N/A

**Total Funding Requested:** \$206,517.63

**Account:** #A1451

**Oneida County Dept. Funding Recommendation:** \$206,517.63 (Grant—Revenue)

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comment:**

## Exhibit A



town of "Moving forward, together"  
**WHITESTOWN**

New York Mills • Oriskany • Whitesboro • Yorkville

---

*Moving forward, together*

---

*Supervisor*

Shaun J. Kaleta

*Council*

Kevin R. Barry, Jr.  
Michael R. Ciancaglini  
Joseph A. Cirasuolo  
David W. Glenn

*Town Clerk*

Mary E. Finegan

*Superintendent of Highways*

Salvatore F. Granato, Jr.

*Receiver of Taxes*

Margaret H. Hardy

*Town Attorney*

William P. Schmitt

March 23, 2021

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

Re: **REVISED** Application – 2020 Oneida County Flood Mitigation Grant Program

Dear County Executive Picente:

Last year, the Town of Whitestown applied for \$400,000 in funding through the Oneida County Flood Mitigation Grant Program for the Sauquoit Creek Channel & Floodplain Restoration Program. Due to the economic and financial challenges caused by the COVID-19 pandemic, it is my understanding last year's applications have been rolled over to this year.

Please know the Town recognizes the various impacts of COVID-19, and any funding would be of great assistance. Given funding has not yet been awarded, and some circumstances have changed, the Town would like to slightly refine its 2020 application. However, the total request is still for \$400,000.

Instead of seeking funding for general efforts associated with the Sauquoit Creek Channel & Floodplain Restoration Program, the Town is now desirous of funding\* specifically for the following:

**1. Project 1 FEMA Repairs**

Project 1 of the Sauquoit Creek Channel & Floodplain Restoration Program - - the construction of two floodplain benches at Dunham Manor Park in Whitestown - - was completed in September 2019. While the benches did perform as designed during the 2019 Halloween Storm and prevented flooding along the Commercial Drive corridor, they did sustain damage. The cost

to restore the benches to their pre-storm condition, as well as make them more resilient, is approximately \$1,250,000.

The Town has an active claim with the Federal Emergency Management Agency (FEMA) as part of DR4472. However, FEMA will only pay up to 75 percent of repair/resiliency costs and New York State will only contribute half of the local share, or 12.5 percent.

**The Town is seeking \$160,000 in funding for the remaining 12.5 percent of the local share.**

## **2. Project 3**

Project 3 of the Sauquoit Creek Channel & Floodplain Restoration Program involves the construction of three floodplain benches on lower Commercial Drive in Whitestown. The Town was awarded a \$3.8 million federal Hazard Mitigation Program Grant (HMGP) for the project, but the grant requires a 25 percent local match, which equates to approximately \$1.27 million.

**The Town is seeking \$210,000 in funding to assist with the local match and acquire several parcels needed to construct the three floodplain benches. Already secured grant funding does not cover the cost of property acquisition.**

## **3. Culverts**

The Town also has an active claim with FEMA as part of DR4472 for the repair and right sizing of three culverts on or in the vicinity of Humphrey Road. The cost to adequately address all three culverts will be between \$200,000-\$250,000.

Again, FEMA will only pay up to 75 percent of repair/resiliency costs and New York State will only contribute half of the local share, or 12.5 percent.

**The Town is seeking \$30,000 in funding for the remaining 12.5 percent of the local share.**

\* Infrastructure repairs and rightsizing; Acquisition of land, right-of-way(s) and/or easement(s) necessary to construct an eligible project; Engineering studies; Construction, improvement, expansion, repair or rehabilitation of flood control projects; Debris cleanup and removal; Construction engineering costs/inspection costs; and/or Permit fees.

## **About the Sauquoit Creek Channel & Floodplain Restoration Program**

As you know, the Town is actively engaged and working with Oneida County and New York State on the Sauquoit Creek Channel & Floodplain Restoration Program, an on-going effort started in 2016 to determine and implement the improvements needed to alleviate historical flooding along the Sauquoit Creek.

The program has four major components: Mitigation (natural approach); Adaptation (property buyouts); Infrastructure Improvements (bridges and culverts); and Floodplain Management (smarter development). The mitigation component involves the construction of several

floodplain benches, areas of bank stabilization, channel widening and the creation of a public access trail along a 1-plus mile corridor of the lower Sauquoit Creek in Whitestown on Commercial Drive/NYS Route 5A. The work will continue to stabilize the lower Sauquoit Creek while connecting it to its original floodplain. This helps create a reduction in flood stage during flooding events, minimizing damage to repetitive flood loss homes and businesses.

In September 2019, Mitigation Project 1 involving the construction of two floodplain benches at Dunham Manor Park in Whitestown, was completed. The design for Mitigation Project 2 is finished, bids were solicited and the Town Board will formally award a construction contract at its next meeting on April 7, 2021, with construction expected to begin by mid-May. Mitigation Project 2 specifically includes the construction of a floodplain bench in the Village of Whitesboro south of the CSX Railroad Crossing with five additional culverts being installed underneath the CSX Rail Line. While preparing for the construction of Mitigation Project 2, the Town is also in the process of designing Mitigation Project 3 and securing additional grant funds for Mitigation Project 4, which will include the construction of additional flood mitigation measures. At the conclusion of Mitigation Project 4, the Town will have completed everything it originally set out to accomplish in 2016.

For the last four years, the Town has been a leader on the Sauquoit Creek, setting a great example for other municipalities in the Sauquoit Creek Basin to follow. The Town is taking the recommendations from the 2014 Milone & MacBroom report - - which completed an emergency water basin assessment of 13 watersheds across Upstate New York, including the Sauquoit Creek Watershed - - *from concepts to reality*. While the mitigation component of the Sauquoit Creek Channel & Floodplain Restoration Program is incredibly important, it is just one component of broader efforts, or a "global approach," which also includes the buyout of repetitive loss structures, securing funding for new bridges and smarter development. Progress on all fronts will make the biggest difference to the communities in these watersheds.

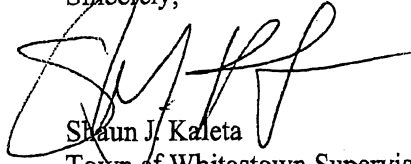
The Sauquoit Creek Channel & Floodplain Restoration Program is an impressive collaboration among all levels of government - - federal, state and local - - and cannot be accomplished without an "all hands on deck" approach. Oneida County has specifically been a great partner and supporter of the Town's efforts - - and the Town needs the county's continued support and resources to ensure the Sauquoit Creek Channel & Floodplain Restoration Program goes from "in-progress" to "finished."

In closing, the purpose of the Sauquoit Creek Channel & Floodplain Restoration Program strongly aligns with the mission of the Oneida County Flood Mitigation Grant Program, which is to provide funding to local municipalities to create resiliency-based flood mitigation measures to reduce future flood risks. The Sauquoit Creek Channel & Floodplain Restoration Program is an innovative, proactive and long-term attempt to prevent flooding, to the greatest extent possible, rather than a short-term fix.

Accompanying this letter, and as required, is a revised formal application, along with other supplemental information. Should you have any questions about the Town's application, do not hesitate to contact me at (315) 723-6983 or [supervisor@whitestown.net](mailto:supervisor@whitestown.net).

The Town of Whitestown thanks you for your consideration and continued support.

Sincerely,

A handwritten signature in black ink, appearing to read 'SK', written over the printed name and title.

Shaun J. Kaleta  
Town of Whitestown Supervisor

cc: Kristin Campbell  
Herkimer/Oneida Counties Comprehensive Planning Program



County Executive Anthony J. Picente, Jr.  
800 Park Avenue • Utica, New York 13501

# Oneida County Flood Mitigation Grant Program Application

## Applicant Information

1. Municipality:

Town of Whitestown

2. Name of Chief Elected Official:

Shaun J. Kaleta

3. Primary Contact and Title:

Shaun J. Kaleta - Town Supervisor

4. Mailing Address

8539 Clark Mills Road  
Whitesboro, NY 13492

5. Email Address

supervisor@whitestown.net

6. Phone Number

(315) 736-1131

7. Federal Employer ID Number (EIN):

15-6001200

## Project Information

1. Project Name:

Sauquoit Creek Channel & Floodplain Restoration Program & Culverts

2. Amount Requested:

\$400,000.00 - see cover letter for breakdown

2a. Total Project Cost:

Please refer to supporting documentation

3. Location:

Please refer to supporting documentation

4. Tax Parcel ID Number(s):

N/A

5. Brief Description of Project Type: (i.e. stream stabilization, box culvert righting, updating zoning)

#1 Project 1 FEMA Repairs - Restore two existing floodplain benches at Dunham Manor Park in Whitestown to pre-storm (Halloween 2019) condition and make more resilient.  
#2 Project 3 - Construction of three floodplain benches on lower Commercial Drive in Whitestown.  
#3 Culverts - Repair and right sizing of three culverts on or in the vicinity of Humphrey Road in Whitestown.



## Project Information Continued

6. Project Start Date:

#1 - Fall 2021; #2 - Summer 2022; #3 - Fall 2021

7. Estimated Duration of Construction:

#1 - 4 months; #2 - 12 months; #3 - 1 month

8. Is the Project Located On: Public  or Private Land  ? (check one)

9. Does Applicant Own  or have Easement  ? (check one)

10. Have there been Repetitive Losses/Repairs at this Location? Yes  or No  (check one)

11. Affected Waterbodies:

Sauquoit Creek

12. List Required Permits:

Please refer to "SUPPORTING DOCUMENTATION - PERMITS"

Both Project 3- Own same land; need to acquire some land

## Supporting Documents

- ◇ Brief narrative describing existing conditions and how this might be improved with a resiliency project
- ◇ Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing
- ◇ Photographs of the project site
- ◇ Location maps
- ◇ Budget including narrative that describes sources of matching funds

## Budget

Please use the form below as a template for the proposed project budget.

Budget Categories	Grant Funds Requested	Match Funds*	Total
Personnel			
Salary			
Fringe			
Contractual	\$400,000.00		\$400,000.00
Equipment			
Engineering			
Supplies			
Other			
<b>Total</b>	\$400,000.00		

**Match Funds**

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personal & fringe benefits
- Equipment used on the project (using FEMA's schedule of equipment rates)
- Engineering fees
- Supplies
- Other costs associated with project

Brief Description of Source of Match Funds	Amount
NYS EFC GIGP #1746 - total grant award is \$2.5 million	\$2,500,000.00
<b>Total</b>	<b>\$ 2,500,000.00</b>

**Please return application and supporting materials to:  
Oneida County Department of Planning  
Boehlert Center @ Union Station  
321 Main St. 3rd Floor  
Utica, NY 13501  
For questions, call (315) 798-5710 or email [planning@ocgov.net](mailto:planning@ocgov.net)**

## **SUPPORTING DOCUMENTATION – CONSTRUCTION DOCUMENTS**

Construction documents for Project 1 FEMA Repairs, Project 3 and Culvert #1, Culvert #2 and Culvert #3 are not yet complete.

For Project 1 FEMA Repairs, Culvert #1, Culvert #2 and Culvert #3, please refer to the damage reports.

For Project 3, please see the attached conceptual design.\*

*\*Not final and not for public distribution.*

## **SUPPORTING DOCUMENTATION – COST ESTIMATE**

Attached, please find the following prepared by Ramboll:

- Damage Report, including a cost estimate, for **Project 1 FEMA Repairs (flood bench damage and debris removal)**
- Cost estimate for **Project 3** of the Sauquoit Creek Channel & Floodplain Restoration Program (see Project 3 grant application costs)
- Damage Report, including a cost estimate, for **Culvert #1**
- Damage Report, including a cost estimate, for **Culvert #2**
- Damage Report, including a cost estimate, for **Culvert #3**

## **SUPPORTING DOCUMENTATION – EASEMENTS**

No easements are currently needed for Project 1 FEMA Repairs or for Culvert #1, Culvert #2 and Culvert #3 – the Town owns all land.

The acquisition of several private parcels is needed for the construction of Project 3. The exact properties and required acreage will be determined based on preliminary design.

The Town will begin the acquisition process – commencing with negotiations – by Summer 2021.

Please refer to the attached Project 3 map.

## **SUPPORTING DOCUMENTATION – MATCHING FUNDS**

The Town has already secured the following funding for Project 3 of the Sauquoit Creek Channel & Floodplain Restoration Program:

FEMA HMGP #4322-0002 – Approx. \$3,800,000.00

NYS EFC GIGP #1746 – \$2,500,000.00\*

\*Designated for Project 2 of the Sauquoit Creek Channel & Floodplain Restoration Program. Any leftover funding will be designated for Project 3.

The Town is seeking matching funds for Project 1 FEMA Repairs and Culvert #1, Culvert #2 and Culvert #3.

## **SUPPORTING DOCUMENTATION – PERMITS**

The following permits are already secured for Project 1 and will either be modified or revised for Project 1 FEMA Repairs:

- NYSDEC Permits:
  - Water Quality Certification – Under Section 401, Clean Water Act
  - Stream Disturbance – Under Article 15, Title 5
  
- USACE Permit:
  - Nationwide Permit (NWP) – Discharge of Fill

The same permits listed above will most likely be required for Project 3, but are not yet secured. Once the preliminary design for Project 3 is complete, an application for a joint permit will be submitted to both the NYSDEC and USACE.

NYSDEC permits may be required for Culvert #1, Culvert #2 or Culvert #3, but are not yet secured.

## **SUPPORTING DOCUMENTATION – PHOTOS**

Photos depicting the site of Project 3 of the Sauquoit Creek Channel & Floodplain Restoration Program, can be accessed by using the following link:

[https://ramboll-my.sharepoint.com/:f/p/margaret\\_reilly/Eo4QinZAKLpBp-hogyrDasoBiDVq-jmTg2TxYd\\_hYxwi6w?e=xOfbs9](https://ramboll-my.sharepoint.com/:f/p/margaret_reilly/Eo4QinZAKLpBp-hogyrDasoBiDVq-jmTg2TxYd_hYxwi6w?e=xOfbs9)

**Project 1 FEMA Repairs** – Please refer to Damage Report

**Culvert #1** – Please refer to Damage Report

**Culvert #2** – Please refer to Damage Report

**Culvert #3** – Please refer to Damage Report



## **SUPPORTING DOCUMENTATION – PROJECT DESCRIPTION**

The Sauquoit Creek Channel & Floodplain Restoration Program is an on-going effort started in 2016 to determine and implement the improvements needed to alleviate historical flooding along the Sauquoit Creek. Oneida County and New York State are the Town's program partners.

The program has four major components: Mitigation (natural approach); Adaptation (property buyouts); Infrastructure Improvements (bridges and culverts); and Floodplain Management (smarter development). The mitigation component involves the construction of several floodplain benches, areas of bank stabilization, channel widening and the creation of a public access trail along a 1-plus mile corridor of the lower Sauquoit Creek in Whitestown on Commercial Drive/NYS Route 5A. The work will continue to stabilize the lower Sauquoit Creek while connecting it to its original floodplain. This helps create a reduction in flood stage during flooding events, minimizing damage to repetitive flood loss homes and businesses.

In September 2019, Mitigation Project 1 involving the construction of two floodplain benches at Dunham Manor Park in Whitestown, was completed. The design for Mitigation Project 2 is finished, bids were solicited and the Town Board will formally award a construction contract at its next meeting on April 7, 2021, with construction expected to begin by mid-May. Mitigation Project 2 specifically includes the construction of a floodplain bench in the Village of Whitesboro south of the CSX Railroad Crossing with five additional culverts being installed underneath the CSX Rail Line. While preparing for the construction of Mitigation Project 2, the Town is also in the process of designing Mitigation Project 3 and securing additional grant funds for Mitigation Project 4, which will include the construction of additional flood mitigation measures. At the conclusion of Mitigation Project 4, the Town will have completed everything it originally set out to accomplish in 2016.

The Town is specifically seeking funding from Oneida County for the following:

### **1. Project 1 FEMA Repairs**

Project 1 of the Sauquoit Creek Channel & Floodplain Restoration Program - - the construction of two floodplain benches at Dunham Manor Park in Whitestown - - was completed in September 2019. While the benches did perform as designed during the 2019 Halloween Storm and prevented flooding along the Commercial Drive corridor, they did sustain damage. The cost to restore the benches to their pre-storm condition, as well as make them more resilient, is approximately \$1,250,000.

The Town has an active claim with the Federal Emergency Management Agency (FEMA) as part of DR4472. However, FEMA will only pay up to 75 percent of repair/resiliency costs and New York State will only contribute half of the local share, or 12.5 percent.

**The Town is seeking \$160,000 in funding for the remaining 12.5 percent of the local share.**

### **2. Project 3**

Project 3 of the Sauquoit Creek Channel & Floodplain Restoration Program involves the construction of three floodplain benches on lower Commercial Drive in Whitestown. The Town was awarded a \$3.8 million federal Hazard Mitigation Program Grant (HMGP) for the project, but the grant requires a 25 percent local match, which equates to approximately \$1.27 million.

**The Town is seeking \$210,000 in funding to assist with the local match and acquire three parcels needed to construct the three floodplain benches. Already secured grant funding does not cover the cost of property acquisition.**

### **3. Culverts**

The Town also has an active claim with FEMA as part of DR4472 for the repair and right sizing of three culverts on or in the vicinity of Humphrey Road. The cost to adequately address all three culverts will be between \$200,000-\$250,000.

Again, FEMA will only pay up to 75 percent of repair/resiliency costs and New York State will only contribute half of the local share, or 12.5 percent.

**The Town is seeking \$30,000 in funding for the remaining 12.5 percent of the local share.**

Provide narrative description of the project.

#### **1. A detailed description of the problem area.**

Project 1 FEMA Repairs and Project 3 – The problem area extends from Commercial Drive in the Town of Whitestown to residential neighborhoods in the Village of Whitesboro south of the CSX Railroad Crossing. This area has been subjected to repetitive flood loss and severe damage. There have been more than six major floods since 2011.

Culverts – The problem area is on, or in the vicinity of, Humphrey Road in the Town of Whitestown. The three existing culverts there need to be rightsized so they can more effectively handle intense rainfall events. Recent flooding events have damaged the culverts, causing water to overtop, and temporarily close, Humphrey Road on several occasions.

#### **2. The number and name of the municipalities that will potentially benefit from the project.**

Project 1 FEMA Repairs and Project 3 – Two; Town of Whitestown and Village of Whitesboro.

Culverts – One; Town of Whitestown.

#### **3. A description of the types of damages resulting from flooding such as the number of structures (homes, businesses and industrial sites) that have experienced flood damage, damages to infrastructure or amount of debris, etc.**

Sauquoit Creek – Damages range from foundation collapse to first floor flooding to basement flooding. Between 100-200 residential and commercial properties experienced flooding and subsequent damage from the July 1, 2017 Storm and 2019 Halloween Storm. Approximately 200 residential properties in the Town of Whitestown and Village of Whitesboro have applied for a buyout through the United States Department of Agriculture – specifically its Natural Resources Conservation Service’s Floodplain Easement Program.

Culverts – The structural integrity of three culverts on, or in the vicinity of, Humphrey Road in the Town of Whitestown has been negatively impacted. The culverts need to be rightsized so they can more effectively handle intense rainfall events. Recent flooding events have damaged the culverts, causing water to overtop, and temporarily close, Humphrey Road on several occasions. Future storms could cause complete failure of the culverts.

**4. Information on the cost effectiveness, annual maintenance (ease of and cost) and constructability of the project.**

Project 1 FEMA Repairs and Project 3 – The construction of floodplain benches is an expensive endeavor. However, once constructed, they require very little maintenance. Barring a historic event, the need for maintenance will most likely be confined to debris removal. Floodplain benches are designed to be a long-term, generally self-maintaining solution.

Culverts – Once rightsized, the three culverts on, or in the vicinity of, Humphrey Road in the Town of Whitestown should have a lifespan of several decades. Only minimal maintenance (i.e. clearing of brush/debris) should be required.

Intended for  
**Town of Whitestown**  
**8539 Clark Mills Road**  
**Whitesboro, NY 13492**

Document type  
**Draft FEMA Damage Report**

Date

**FEMA SAUQUOIT CREEK CHANNEL &  
FLOODPLAIN RESTORATION PROGRAM:  
PROJECT I FEMA REPAIRS PROJECT**  
TOWN OF WHITESTOWN, ONEIDA COUNTY  
FEDERAL DISASTER DECLARATION NO.: FEMA 4472-DR-NY  
PROJECT I – FIELD INVESTIGATION & DAMAGE SURVEY  
DRAFT REPORT



**RAMBOLL**

Bright ideas. Sustainable change.

**FEMA SAUQUOIT CREEK CHANNEL & FLOODPLAIN  
RESTORATION PROGRAM: PROJECT I FEMA REPAIRS  
PROJECT  
TOWN OF WHITESTOWN, ONEIDA COUNTY  
FEDERAL DISASTER DECLARATION NO.: FEMA 4472-DR-  
NY PROJECT I - FIELD INVESTIGATION & DAMAGE  
SURVEY DRAFT REPORT**

Project name **Project I FEMA REPAIRS PROJECT**  
Project no. **1940076267**  
Recipient **FEMA**  
Document type **Report**  
Version **[1]**  
Date **January 13, 2021**  
Prepared by **Maggie Reilly, PE**  
Checked by **[Name]**  
Approved by **[Name]**  
Description **Project I Damage Survey DRAFT Report**

Ramboll  
101 First Street  
4th Floor  
Utica, NY 13501  
USA

T 315-956-6950  
F 315-790-5434  
<https://ramboll.com>

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## APPENDICES

- Appendix A – Project Location Map
- Appendix B – Project 1 Construction Plans
- Appendix C – Pre-Disaster Condition Cost Estimate
- Appendix D – Project Photographs
- Appendix E – Project I Repairs Cost Estimate
- Appendix F – Proposed Preliminary Plans
- Appendix G – Project Correspondence

## 1. EXECUTIVE SUMMARY

OBG/Ramboll was retained by the Town of Whitestown to prepare a detailed damage survey including a Pre-Disaster Condition cost estimate for submission under the FEMA Public Assistance Program.

This report serves as the Phase I Pre-Disaster Conditions Assessment. This report was generated using a combination of field reconnaissance information, photographs (both pre-storm and post-storm event), construction plan set, as well as verbal and written accounts from Town of Whitestown, OBG/Ramboll and New York State Department of Environmental Conservation (NYSDEC) personnel. (See Appendix G: Project Correspondence). Surveyed cross-sections of the creek were completed in late Fall 2020 in order to update the H&H model for Sauquoit Creek in the project area. This information will be used for this report.

Timeline: The following is a timeline of events that took place Post-storm.

- November 1, 2019 and November 4, 2019: OBG/Ramboll staff performed visual inspections of the project area.
- November 13, 2019: OBG/Ramboll staff and representatives from NYSDEC met at the project site to discuss a solution to the resulting damage.
- December 10, 2019: OBG/Ramboll sent NYSDEC a letter which included a proposed work plan.
- December 23, 2019: NYSDEC sent a response letter which included the statement to "wait until spring to implement a well-developed repair plan...". If it had taken place immediately after the storm event it would have disturbed the stream corridor further.
- August 20, 2020: OBG/Ramboll staff met with NYSDEC representatives at the project site to assess the damages to the recently constructed floodplain restoration project and to discuss a proposed plan for the project area.
- Late Fall 2020: Surveyed cross-sections of Sauquoit Creek were completed.

## 2. PROJECT BACKGROUND

On the evening of October 31, 2019 and into the morning of November 1, 2019, Oneida County and specifically the Sauquoit Creek watershed experienced an intense rainfall event, referred to as the 2019 Halloween Storm. This report documents the magnitude of this event and its impact on Project I of the Sauquoit Creek Channel and Floodplain Restoration Program located at Dunham Manor Park in the Town of Whitestown, NY. (See Appendix A: Project Location Map).

In the spring and summer of 2019, the Town of Whitestown constructed Project I of the Sauquoit Creek Channel and Floodplain Restoration Program at Dunham Manor Park with the construction of two floodplain benches. Phase I included the construction of Bench L-5 and L-6 along with stabilizing the entire channel throughout the project limits using root wad bank stabilization and stabilizing the entire toe of slope throughout the project limits using toe wood bank stabilization. Step pools were included in this project along with grade control structures such as cross-vanes and J-hook vanes being constructed in the channel throughout the project limits. Log sections and buried stumps were also placed within the bench areas for stabilization purposes. Existing sewer pipe crossings and manholes located in the creek channel were armored as part of this project. Various existing gravel bars were removed from the channel. An extensive mulching, seeding and planting restoration plan was also completed as part of this project. This work was completed in the fall of 2019, just prior to the 2019 Halloween Storm. (See Appendix B: Project I: Construction Plans.) The 2019 Halloween Storm event caused extensive flooding damage in the Town of Whitestown, Village of Whitesboro and the surrounding areas. The flood benches and many of the other project elements described above sustained significant damage, including sediment deposition that occurred within the project footprint.

Due to the COVID-19 pandemic and the business impacts resulting from it, the schedule for the design of the damage repair to this stream corridor was delayed as reflected in the timeline discussed in Section 1, above.



### 3. DAMAGE ASSESSMENT

During the 2019 Halloween Storm a series of low-pressure systems moved through Oneida County bringing strong winds and heavy rains to the Sauquoit Creek watershed. Below is a list of rain gage data recorded during this event. While the overall low-pressure system persisted for roughly 18 hours, rainfall was concentrated in a 12-hour duration beginning approximately at 3:20 pm on 10-31-2019 and ending at 2:20 am on 11/1/2019.

Station ID	Type	Latitude	Longitude	Depth (inches)
Sauquoit 1.6 WSW	COCORAHNS	42° 59' 44.04" N	75° 17' 18.52" W	4.19
New Hartford 0.8S	COCORAHNS	43° 3' 42.47" N	75° 17' 23.49" W	3.18
Whitesboro WKTW	CWOP	Unknown	Unknown	2.07 4.3
Utica	CWOP	Unknown	Unknown	2.42

\*COCORAS - Community Collaborative Rain, Hail & Snow Network

\* CWOP - Citizen Weather Observer Program

The following field observations are described below based on post storm visual inspections of the Phase I project by OBG hydraulics & hydrology staff and NYSDEC representatives.

#### 3.1 Description of Damages

Significant sediment deposition within the project footprint was observed as follows along with other damage to various project elements as described below due to the quantity and velocity of flood waters. The following is a listing of the damages to Project I of the Sauquoit Creek Channel and Floodplain Restoration Program as a result of the 2019 Halloween Storm event:

- **Sediment Deposition:** Approximately 17,777 CY of sediment was deposited on the project footprint. Several locations of sediment with approximate total dimensions of 2400 feet in length by 50-75 feet wide by 2-4 feet in depth remained after the storm event. (three separate areas of significant deposit exist from stations 77+00 - 68+00, 62+00 - 60+00 and 69+00 -56+00 with varying widths and depths) These sediment deposits resulted in the rerouting of the creek out of the bank-full channel and onto the floodplain bench.
- **Stone Structures:** Stone structures placed in the stream channel as part of this project were damaged by either being displaced downstream due to the quantity and velocity of flow or were buried under sediment deposition.
  - These structures included the following:  
(See Appendix B: Sheets C-101 & C-102 of Project I Construction Plans)
  - o **"J-Hooks" (2 each):** Located between stations 75+50 and 77+50. These J-Hooks consisted of 147 CY of large boulders and 120 CY of Medium Stone Fill total and are approximately 210 feet in length each.
  - o **"Cross-Vanes" (3 each):** Located at approximate stations 78+10, 74+25, 72+10. These Cross-Vanes consisted of 293 CY of large boulders and 372 CY of Medium Stone Fill and are between approximately 205 feet to 225 feet in length each.

- "Step Pools" (2 each): Located where bench L-5 and L-6 meet were damaged which consisted of 24 CY of large boulders serving as anchor stones and 128 CY of medium stone fill.
- Bank Stabilization: For much of the project length the bank stabilization techniques along both bench L-5 and L-6 stream bank was damaged by either being displaced and/or buried.  
The bank stabilization installations included the following:  
(See Appendix B: Sheets C-101, C-102 & C-503 of Project I Construction Plans)
  - "Root Wad" Bank Stabilization: Approximately 60 each Root Wad configurations that were installed 30' on-center along the stream bank were damaged.
  - "Toe Wood" Bank Stabilization: This installation including sod mat and live stakes which was damaged along the stream bank for approximately 2000 LF of project length.
- Buried Stumps: There were approximately 500 buried stumps located throughout the floodplain benches on slopes less than 5% and spaced every 10 feet that were displaced and/or buried due to the quantity and velocity of the flow of the stream channel.  
(See Appendix B: Sheet C-503 of Project I Construction Plans)
- Plantings: Much of the plantings on bench L-6 and some on bench L-5 were damaged by the storm either by being washed away or repositioning resulting in inhibited growth. The following approximate plantings were damaged according to type of restoration:  
(See Appendix B: Sheets C-105 of Project I Construction Plans)
  - Floodplain Meadow: 1 acre
  - Floodplain Forest: 2 acres
  - Emergent Wetlands: 0.08 acre
  - Scrub-shrub: 0.2 acre
  - Stream Bank (Live stakes): 0.45 acre
  - Successional Old Field: 0.30 acre

### **3.1.1 Primary Stream Channel**

The Sauquoit Creek stream channel in this project area is approximately 3125 feet in length with a bankfull width of 85 feet with a bankfull depth of approximately 3.8 feet. At the upstream (southern) limit of the project, sediment was washed down from upstream and submerged the primary stream channel and the recently installed grade control structures, rerouting the creek out of the bank-full channel and onto the floodplain bench, L-6. The deposition of sediment in the main channel submerged the grade control structures, rendering them ineffective. Much of the bank stabilization and toe of slope stabilization was washed away and/or displaced as well.

### **3.1.2 Floodplain Bench**

At other locations, sediment was observed to have deposited on the floodplain benches, L-5 and L-6. The redirecting of the bank-full channel onto the floodplain bench destabilized the floodplain bench by scouring material and remaining plantings, while reducing the storage created by the restoration project.

### **3.1.3 Plantings**

Many of the plantings recently installed as part of this restoration project were washed away due to the velocity and volume of channel flow on the floodplain benches and other areas that were newly planted.

## 4. CONCLUSION

As a result of the damages to the Sauquoit Creek Channel & Floodplain Restoration Program: Project I as described in this report, work in the stream channel to remove deposited material along with bank and slope stabilization and the restoration of certain portions of the flood benches is required. The recently constructed flood benches, L-5 and L-6, along with the bank stabilization, toe of slope stabilization, grade structures, and plantings were damaged, requiring re-establishment of certain portions of the stream channel, flood benches and plantings. See Appendix B: Project I Construction Plans for the original set of project construction plans. Both pre-storm and post-storm photographs depict the damages caused by the 2019 Halloween Storm event. (See Appendix D: Photographs).

Two separate construction estimates will be provided as part of this report. The first being a pre-disaster condition estimate which quantifies the necessary construction pay items with a corresponding cost estimate to return the project area back to its condition prior to the storm event.

The second being a mitigation condition estimate which quantifies the necessary construction pay items with a corresponding cost estimate for those proposed repairs to bring the project area to a higher level of resiliency. This proposed condition would provide a higher level of mitigation against damages caused by future storm events such as those experienced by the 2019 Halloween Storm event.

Description of Pre-disaster Condition Estimate of Project Area: The pre-disaster condition estimate that returns the project area back to its condition prior to the 2019 Halloween Storm event is approximately \$1,255,000.00. (See Appendix C: Pre-Disaster Condition Cost Estimate). This estimate includes the following:

- Earthwork: Excavation of deposited material in the stream channel along with the re-grading of the floodplain bench areas with excess material being hauled off-site.
- Erosion Control: Temporary erosion control measures such as control mats will be included on slopes.
- Restoration Plan: A restoration planting plan with seeding and mulching as needed for various cover type is included.
- Stone Structures: The cross-vane and J-hook structures along with step pools are to be replaced as necessary.
- Bank Stabilization: Stabilization measures such as root wad and toe wood bank stabilization are included as well as buried stump placement.
- Roadways: Also included is the construction of the maintenance roadway to the sewer crossing in the northern part of the project along with a construction entrance and access roadway during construction.
- Engineering Services: This estimate also includes a survey of the area once construction is complete along with the appropriate engineering services such as preliminary engineering, final design, project management (coordination with NYSDEC and USACE), preparation of all bid documents including construction plans and construction inspection during construction of the project site.

Description of Repairs Condition Cost Estimate of Project Area: A description of the proposed plan for a higher level of resiliency for this project area will be included once the H&H Model of the

relocated stream channel in the project area is completed. (See Appendix F: Proposed Preliminary Plans) Once complete a preliminary design will be presented to the NYSDEC and USACE for their review. Upon approval the final design will be completed along with construction plans for bidding purposes. (See Appendix E: Project I Repairs Cost Estimate).

**APPENDIX A  
PROJECT LOCATION MAP**

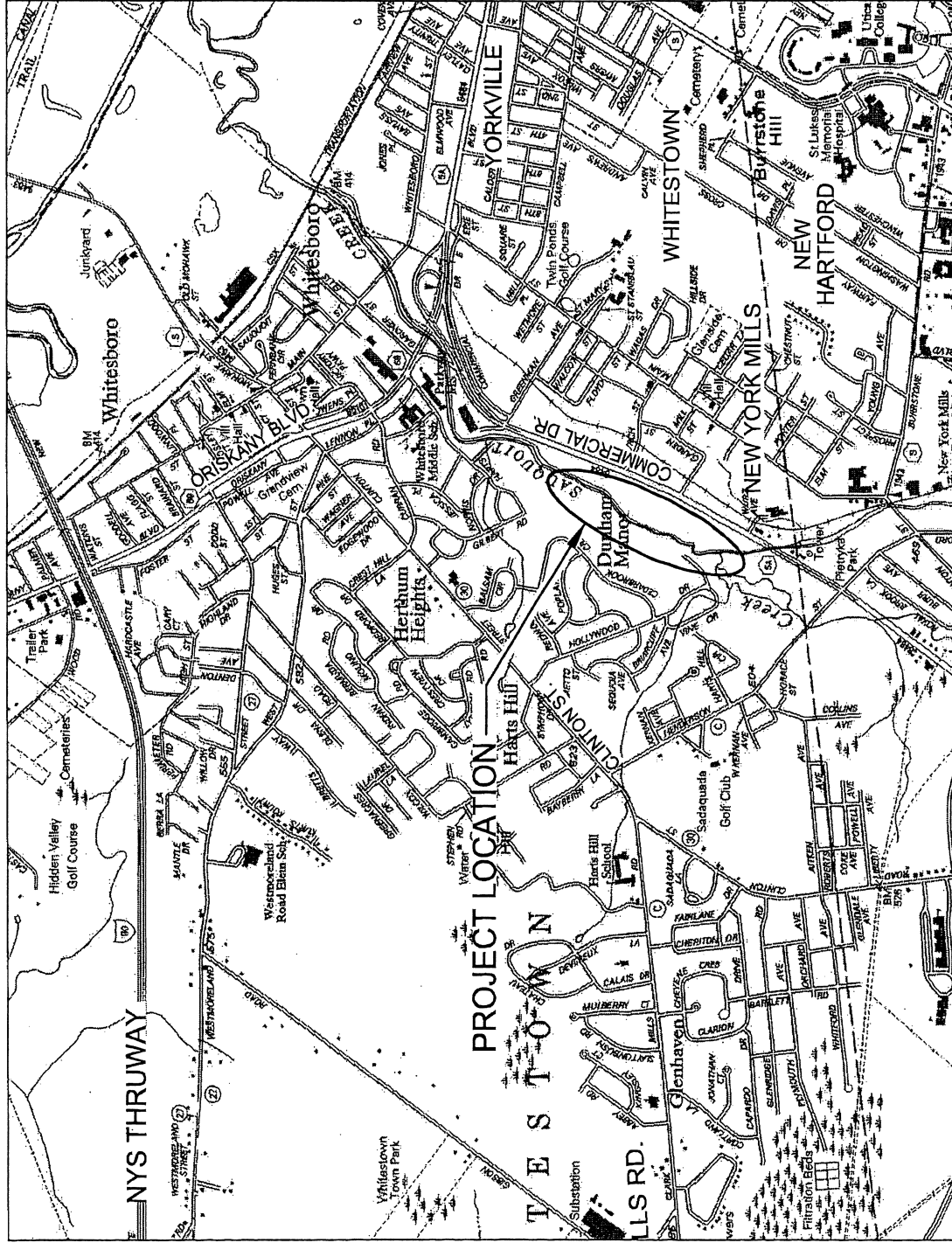


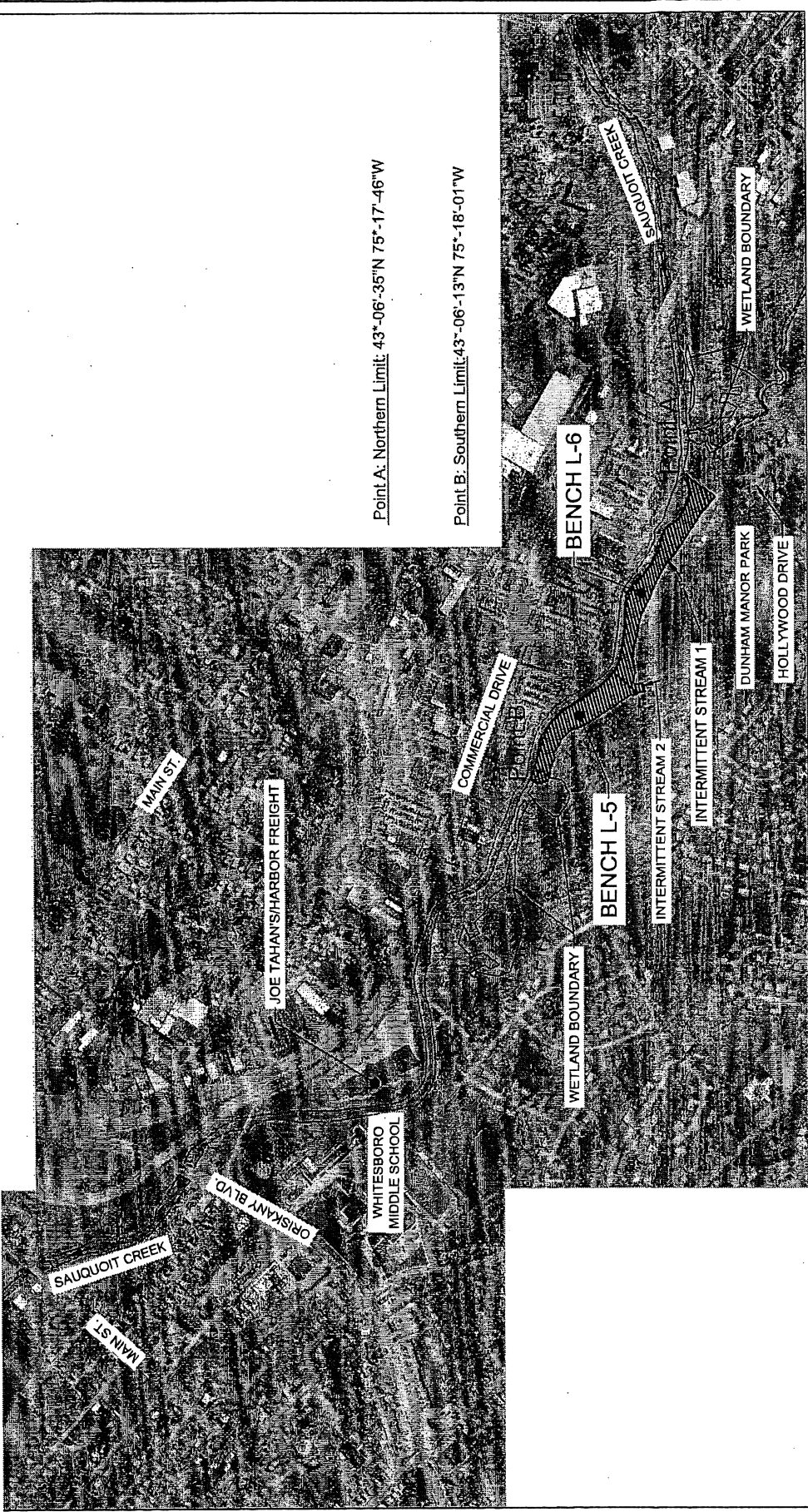
SAUQUOIT CREEK CHANNEL  
& FLOODPLAIN RESTORATION  
PROJECT I

SITE LOCATION FIGURE



O'BRIEN & GERE ENGINEERS, INC.





Point A: Northern Limit: 43°-06'-35"N 75°-17'-46"W

Point B: Southern Limit: 43°-06'-13"N 75°-18'-01"W



PROJECT LOCATION

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DESIGNED BY	S. CANON
CHECKED BY	K. BURTH
DATE	02/16/2019
CONFORMED FOR CONSTRUCTION	
REVISION	



O'BRIEN & GERE ENGINEERS, INC.

SAUQUOIT CREEK CHANNEL & FLOODPLAIN RESTORATION PROJECT - PHASE I  
TOWN OF WHITESTOWN, NEW YORK

GENERAL

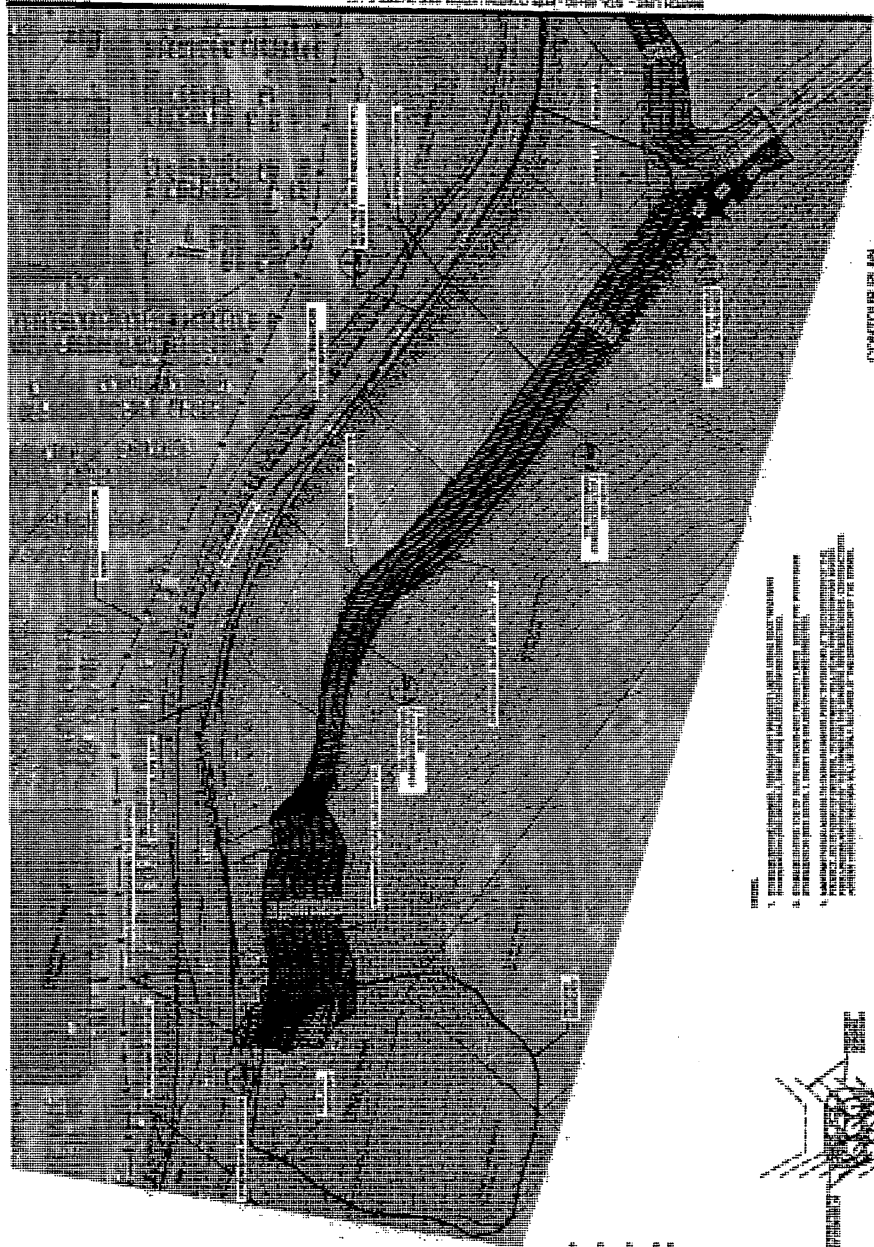
G-002

FILE NO.	20989.04796-
DATE	02/16/2019

OVERALL PROJECT LOCATION PLAN

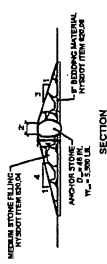
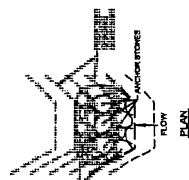
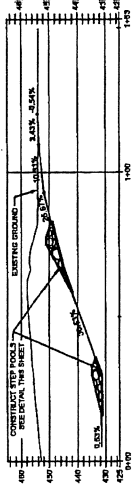


**APPENDIX B  
PROJECT I CONSTRUCTION PLANS**



CONTOUR PLAN  
1"=50'

- NOTES:
1. EXISTING TERRAIN CONTOURS ARE SHOWN AT 5' INTERVALS.
  2. CONTOUR INTERVALS ARE 5'.
  3. CONTOUR INTERVALS ARE 5'.
  4. CONTOUR INTERVALS ARE 5'.
  5. CONTOUR INTERVALS ARE 5'.
  6. CONTOUR INTERVALS ARE 5'.
  7. CONTOUR INTERVALS ARE 5'.
  8. CONTOUR INTERVALS ARE 5'.
  9. CONTOUR INTERVALS ARE 5'.
  10. CONTOUR INTERVALS ARE 5'.



STEP POOL DETAIL  
NOT TO SCALE

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NO.	DATE	BY	REVISION
1	02/18/12	K. BURRILL	CONSTRUCTION
2	02/18/12	K. BURRILL	REVISION
3	02/18/12	K. BURRILL	REVISION
4	02/18/12	K. BURRILL	REVISION
5	02/18/12	K. BURRILL	REVISION

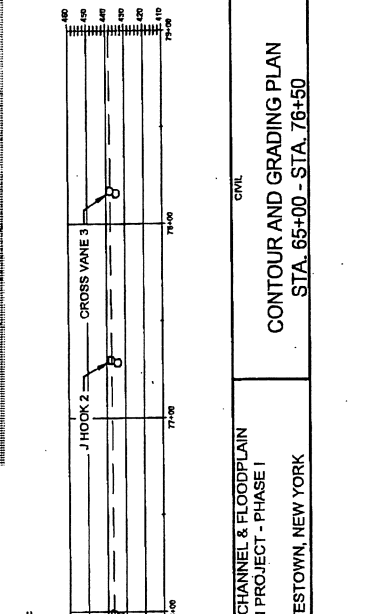
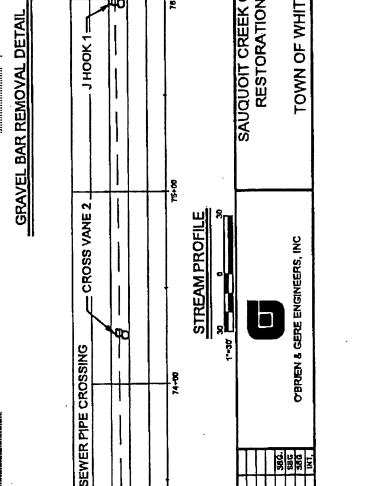
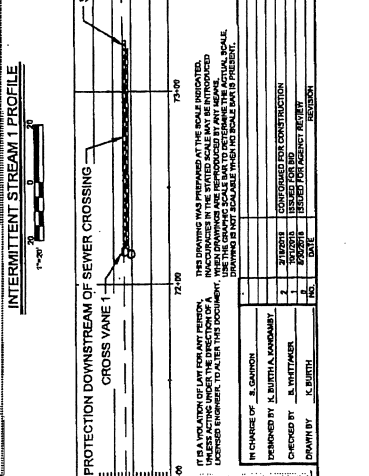
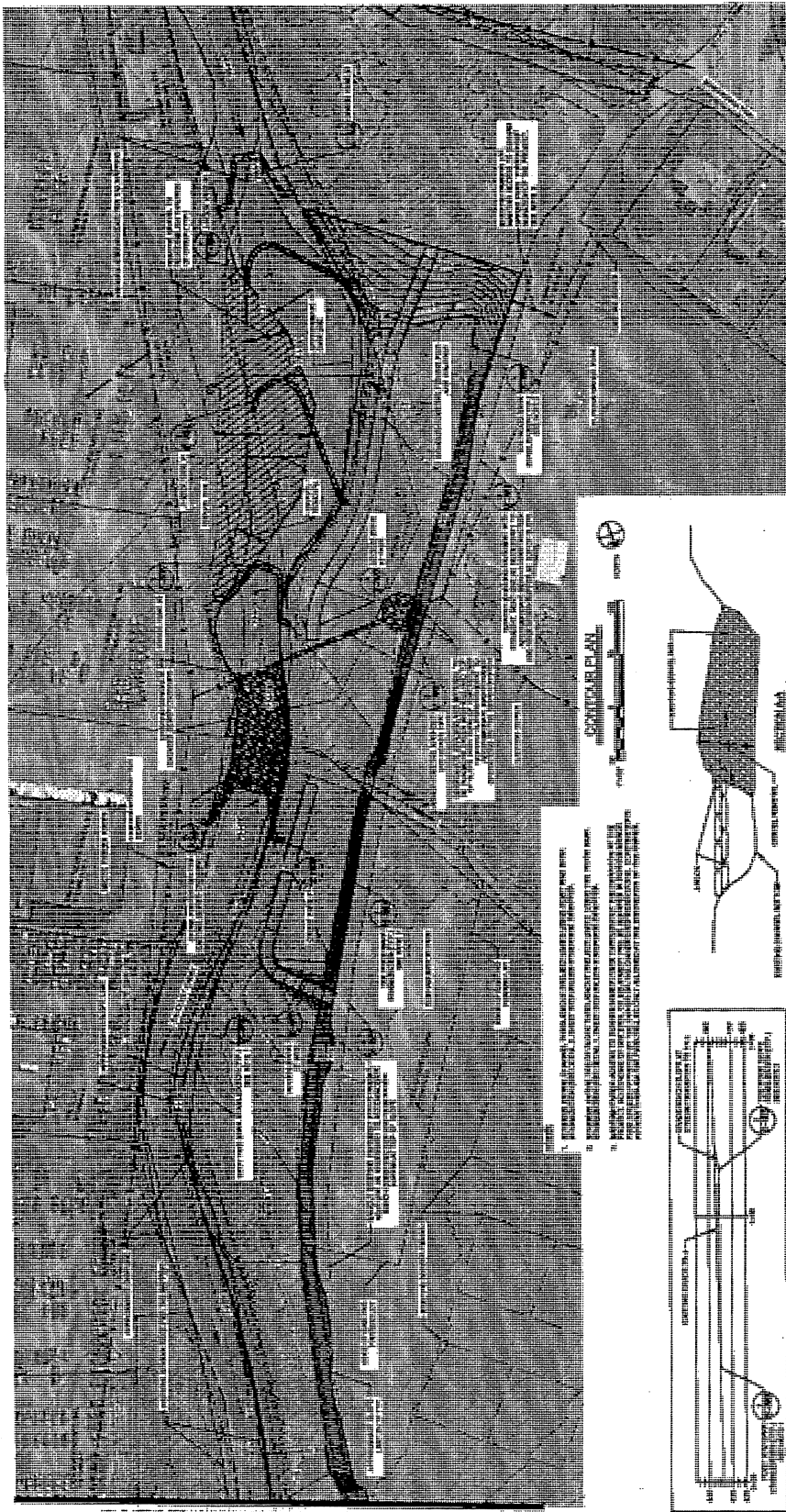
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OBRIEN & GERE ENGINEERS, INC.

SAUQUOIT CREEK CHANNEL & FLOODPLAIN RESTORATION PROJECT - PHASE I  
TOWN OF WHITESTOWN, NEW YORK

CIVIL  
CONTOUR AND GRADING PLAN  
STA. 55+50 - STA. 65+00

FILE NO. 20090417-01  
DATE 02/18/12  
C-101





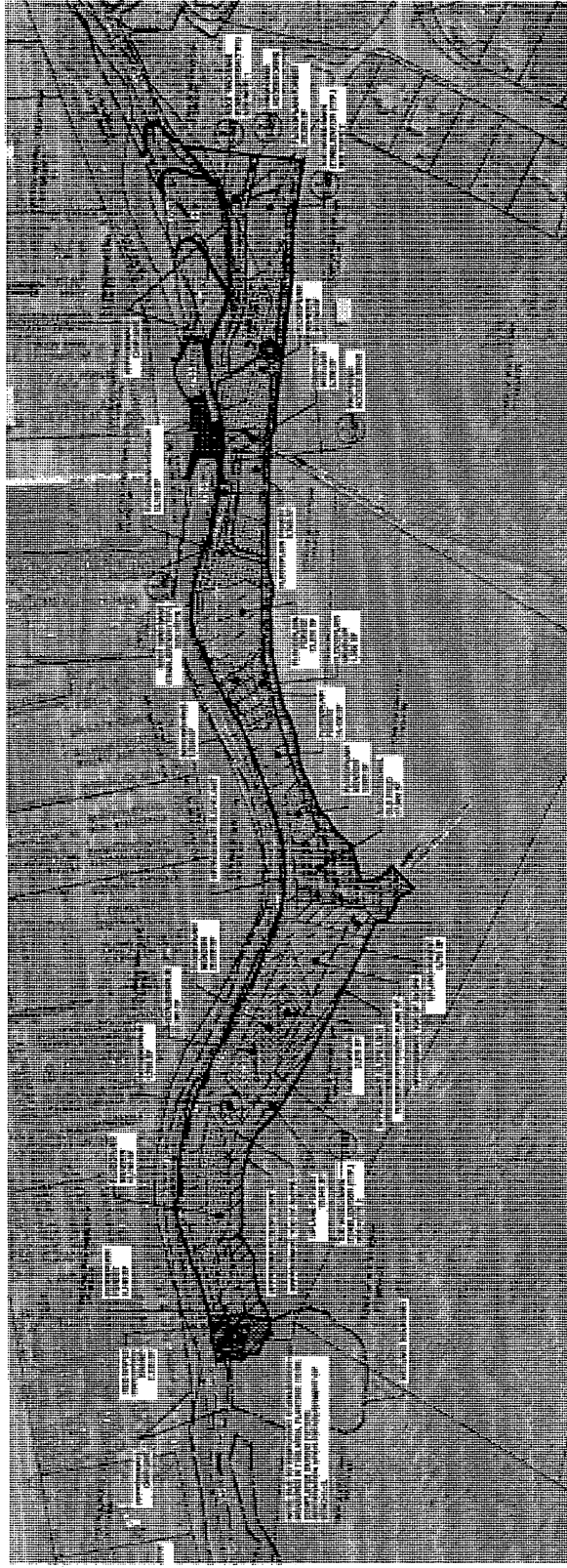
IN CHARGE OF	J. GARROD
DESIGNED BY	A. BURTON-KAMINSKI
CHECKED BY	A. WITTEKAMP
DRAWN BY	K. BURTLER
DATE	10/20/00
NO.	1001
PROJECT	SAUQUOIT CREEK RESTORATION
SCALE	AS SHOWN
STATUS	ISSUED FOR CONSTRUCTION
DATE	10/20/00
BY	A. WITTEKAMP
DATE	10/20/00
BY	K. BURTLER
DATE	10/20/00

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O'BRIEN & GEPSE ENGINEERS, INC.  
 1000 ROUTE 92  
 SUITE 200  
 WHITEHALL, NY 12887  
 TEL: 518/832-1100  
 FAX: 518/832-1101  
 WWW.OBENG.COM

SAUQUOIT CREEK CHANNEL & FLOODPLAIN RESTORATION PROJECT - PHASE I  
 TOWN OF WHITEHALL, NEW YORK  
 CIVIL  
 CONTOUR AND GRADING PLAN  
 STA. 65+00 - STA. 76+50

FILE NO.	DATE
C-102	10/20/00



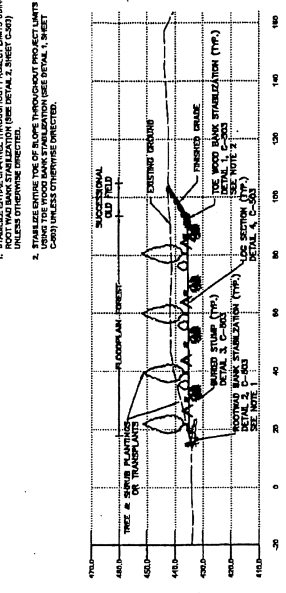
RESTORATION PLAN



LEGEND - VEGETATIVE COVER TYPE

- SCRUB SHRUB
- FLOODPLAIN MEADOW
- EMERGENT WETLAND
- FLOODPLAIN FOREST
- WETLAND FOREST
- STREAMBANK
- RED MAPLE HARDWOOD SWAMP
- SUCCESSIONAL OLD FIELD

NOTES:  
 1. STABILIZE ENTIRE CHANNEL THROUGHOUT PROJECT LIMITS USING ROCKS AND LOGS (SEE DETAIL 2, SHEET C-80)  
 2. STABILIZE ENTIRE TYP OF SHOPE THROUGHOUT PROJECT LIMITS USING LOGS AND STABILIZATION (SEE DETAIL 1, SHEET C-80) UNLESS OTHERWISE INDICATED.



RESTORATION SECTIONS



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NO.	DATE	BY	REVISION
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2			CONFORMED FOR CONSTRUCTION
3			ISSUED FOR PERMIT REVIEW
4			ISSUED FOR PERMIT REVIEW
5			REVISION

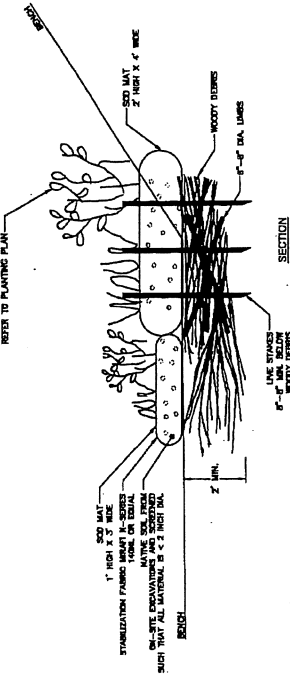
IN CHARGE OF: S. DANON  
 PREPARED BY: K. BARTH  
 CHECKED BY: S. WITTMANER  
 DRAWN BY: J. WITTMANER & B. BARTH



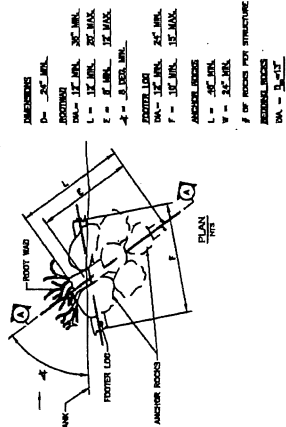
O'BRIEN & GERE ENGINEERS, INC.  
 1000 W. WASHINGTON ST., SUITE 200  
 MILWAUKEE, WI 53233  
 TEL: 414.224.2000  
 FAX: 414.224.2001  
 WWW.OBRIENANDGERE.COM

SAUQUOIT CREEK CHANNEL & FLOODPLAIN RESTORATION PROJECT - PHASE I  
 TOWN OF WHITESTOWN, NEW YORK

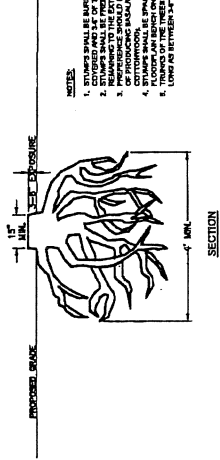
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 FILE NO. 2018-1177-1  
 DATE 02/18/19  
 C-105



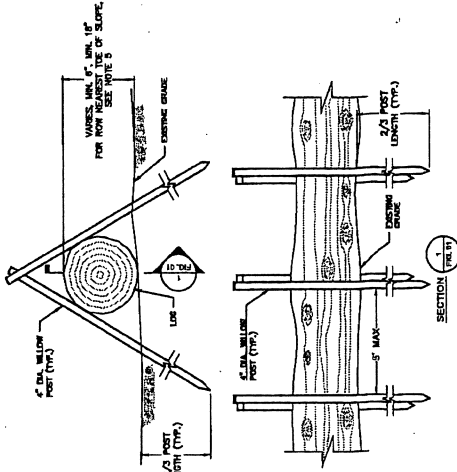
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C-503 NOT TO SCALE



2 ROOT WAD BANK STABILIZATION DETAIL  
C-503 NOT TO SCALE



3 BURIED STUMP DETAIL  
C-503 NOT TO SCALE



4 LOG SECTION  
C-503 NOT TO SCALE

- NOTES:
1. STUMPS SHALL BE BURIED SUCH THAT THE ENTIRE ROOT BALLS
  2. STUMPS SHALL BE FREE FROM BOTH WITH THE FULL ROOT BALL
  3. PERFORMANCE SHALL BE COVERED TO THE TREE SPECIES CAPABLE
  4. CONTAINMENT SHALL BE PROVIDED THROUGHOUT THE
  5. LOGS AND THE BENT OF THE TRUNK IS COVERED.

- NOTES:
1. LOGS SHALL BE INTIVE, NON-HYDRAE SPHERE.
  2. LOGS SHALL BE ANCHORED WITH MINIMUM 4" DIAMETER 8' LONG LIVE
  3. YELLOW PINE (SP) POST AT 6" SPACING TO AVOID UNDERMINING.
  4. THIS IS A SUGGESTED STABILIZATION METHOD, THE CONTRACTOR
  5. LOGS SHALL COVER A MINIMUM OF 75% OF GRAZED RECTORS LESS

- NOTES:
1. ALL LOGS SHALL BE PLACED ON THE
  2. LOGS SHALL BE PLACED ON THE
  3. LOGS SHALL BE PLACED ON THE
  4. LOGS SHALL BE PLACED ON THE
  5. LOGS SHALL BE PLACED ON THE
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  10. LOGS SHALL BE PLACED ON THE
  11. LOGS SHALL BE PLACED ON THE

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FILE NO. C-503  
DATE  
DRAWN BY

NOTES & DETAILS  
RESTORATION DETAILS

SAUQUOIT CREEK CHANNEL & FLOODPLAIN  
RESTORATION PROJECT - PHASE I  
TOWN OF WHITESTOWN, NEW YORK

ORREN & GERE ENGINEERS, INC.

NO.	DATE	BY	DESCRIPTION
1		S. GANNON	DESIGNED FOR CONSTRUCTION
2		S. GANNON	DESIGNED FOR BID
3		S. GANNON	DESIGNED FOR PERMIT
4		S. GANNON	DESIGNED FOR PERMIT

**APPENDIX C  
PRE-DISASTER CONDITION COST ESTIMATE**



Town of Whitestown					
FEMA REPAIRS: 2019 HALLOWEEN STORM					
SAUQUOIT CREEK CHANNEL AND FLOODPLAIN RESTORATION - PROJECT 1 (FEMA REPAIRS)					
CONSTRUCTION COST ESTIMATE:					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST
<b>1</b>	<b>Project 1 (FEMA Repairs)</b>				
1.1	Mobilization/Demobilization	1	LS	\$60,000.00	\$60,000.00
1.2	Maintenance & Protection of Traffic	0	LS		\$0.00
1.3	Excavation	17,777	CY	\$5.00	\$88,885.00
1.4	Finish Grading	15,000	SY	\$1.00	\$15,000.00
1.5	Topsoil (4" thick)	1600	CY	\$33.00	\$52,800.00
1.6	Compaction, Sheepsfoot roller, common fill	0	CY		\$0.00
1.7	Dispose of Excess Material, haul off-site	10,000	CY	\$25.00	\$250,000.00
1.8	Erosion Control Measures				\$0.00
	Wood Chip Berms, use on-site material	0	LF		\$0.00
	Temporary Erosion Control Mat, Polypro mesh on slopes	8,000	SY	\$8.00	\$64,000.00
1.9	Restoration				\$0.00
	Floodplain Meadow (Hydroseed 40#/Acre custom mix)	1	AC	\$5,520.00	\$5,520.00
	Floodplain Forest (Plantings)	2	AC	\$23,000.00	\$46,000.00
	Floodplain Forest (Hydroseed 30#/Acre custom mix)	2	AC	\$5,120.00	\$10,240.00
	Emergent Wetland (Hydroseed 40#/Acre custom mix)	0.08	AC	\$5,520.00	\$441.60
	Scrub-Shrub (Plantings)	0.2	AC	\$9,125.00	\$1,825.00
	Scrub-Shrub (Hydroseed 40#/Acre custom mix)	0.2	AC	\$5,520.00	\$1,104.00
	Stream Bank (Live Stakes)	0.45	AC	\$29,100.00	\$13,095.00
	Stream Bank (Hydroseed 40#/Acre custom mix)	0.45	AC	\$5,520.00	\$2,484.00
	Upland Forest (Plantings)	0	AC		\$0.00
	Upland Forest (Hydroseed custom mix + 20# oats)	0	AC	\$6,320.00	\$0.00
	Red Maple Hardwood Swamp (Plantings)	0	AC		\$0.00
	Red Maple Hardwood Swamp (Hydroseed 40#/Acre)	0.15	AC	\$5,520.00	\$828.00
	Successional Old Field (Hydroseed custom mix + 15# oats)	0.30	AC	\$6,120.00	\$1,836.00
1.10	Stone Structures				\$0.00
	J-Hooks (2 Ea.)				\$0.00
	- Boulder, Large	147	CY	\$175.00	\$25,725.00

	- Medium Stone Fill	120	CY	\$100.00	\$12,000.00
	Cross-Vanes (3 Ea.)				\$0.00
	- Boulder, Large	293	CY	\$100.00	\$29,300.00
	- Medium Stone Fill	372	CY	\$50.00	\$18,600.00
	Step Pools (2 Ea.)				\$0.00
	- Boulder, Large (4'x2' Anchor Stone)	24	CY	\$500.00	\$12,000.00
	- Medium Stone Fill, incl. 6" bedding	128	CY	\$225.00	\$28,800.00
1.11	Root Wad Bank Stabilization, 30' O.C. along streambank	60	EA	\$3,750.00	\$225,000.00
1.12	Toe Wood Bank Stabilization, incl. sod mat & live stakes	2,000	LF	\$55.00	\$110,000.00
1.13	Log Section, spaced 10' apart along the Floodplain Bench	0	LF	\$20.00	\$0.00
1.14	Buried Stumps, Reposition in Floodplain Bench	500	EA	\$60.00	\$30,000.00
					\$0.00
1.15	Stabilized Construction Entrance				\$0.00
	2" Stone placed 12" deep	20	CY	\$30.00	\$600.00
	Filter Fabric, Mirafi 140N under stone	60	SY	\$1.00	\$60.00
1.16	Construction Access Road to Site (225')				\$0.00
	Clear & Grub for 12' wide temporary road	0	AC	\$5,825.00	\$0.00
	Fine Grading, small area with grader	0	SY	\$4.00	\$0.00
	Crushed Gravel, 18" deep, Placed and Compacted	0	CY	\$22.50	\$0.00
1.17	Permanent Maintenance Roads (645 LF x 12' wide)				\$0.00
	Fine Grading, small area with grader	0	SY	\$4.00	\$0.00
	Suitable on-site Gravel, 18" deep, Placed & compacted	0	CY	\$5.00	\$0.00
1.18	Hydroseed, Fertilize & Mulch grass areas not Restored	1000	SY	\$1.25	\$1,250.00
<b>2</b>	<b>Miscellaneous/ Allowance Items</b>				
2.1	Unsuitable Material, Excavation & Disposal	100	CY	\$15.00	\$1,500.00
2.2	Imported Common Earth	100	CY	\$30.00	\$3,000.00
2.3	Imported Topsoil	100	CY	\$40.00	\$4,000.00
2.4	Survey Stakeout, alignment and grades, 3-person crew	10	Day	\$1,400.00	\$14,000.00
	<b>Subtotals</b>				<b>\$1,129,893.60</b>
<b>3</b>	<b>Engineering</b>				
3.1	Preliminary Engineering				\$7,500.00
3.2	Final Design				\$10,000.00
3.3	Project Management				\$7,500.00
3.4	Bid Preparation				\$25,000.00
3.5	Construction Inspection				\$75,000.00
	<b>Subtotals</b>				<b>\$125,000.00</b>
	<b>TOTAL</b>				<b>\$1,254,893.60</b>



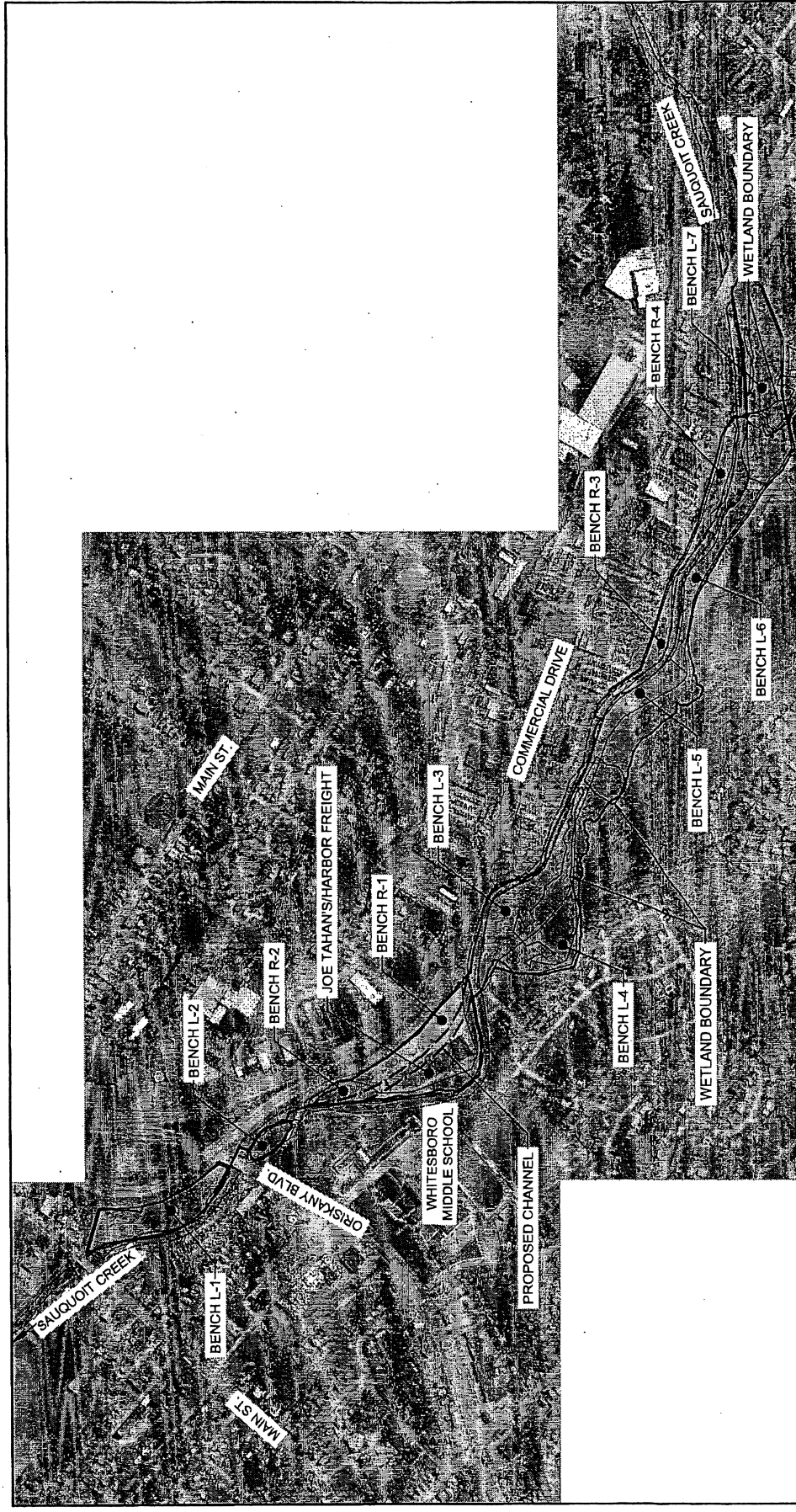
**APPENDIX D  
PROJECT PHOTOGRAPHS**

**APPENDIX F  
PROPOSED PRELIMINARY PLANS**

**APPENDIX G  
PROJECT CORRESPONDENCE**







PRELIMINARY  
NOT FOR  
CONSTRUCTION  
DATE: OCTOBER, 2017

FILE NO.	2016041708
DATE	OCTOBER, 2017

OVERALL BENCH  
LOCATION PLAN

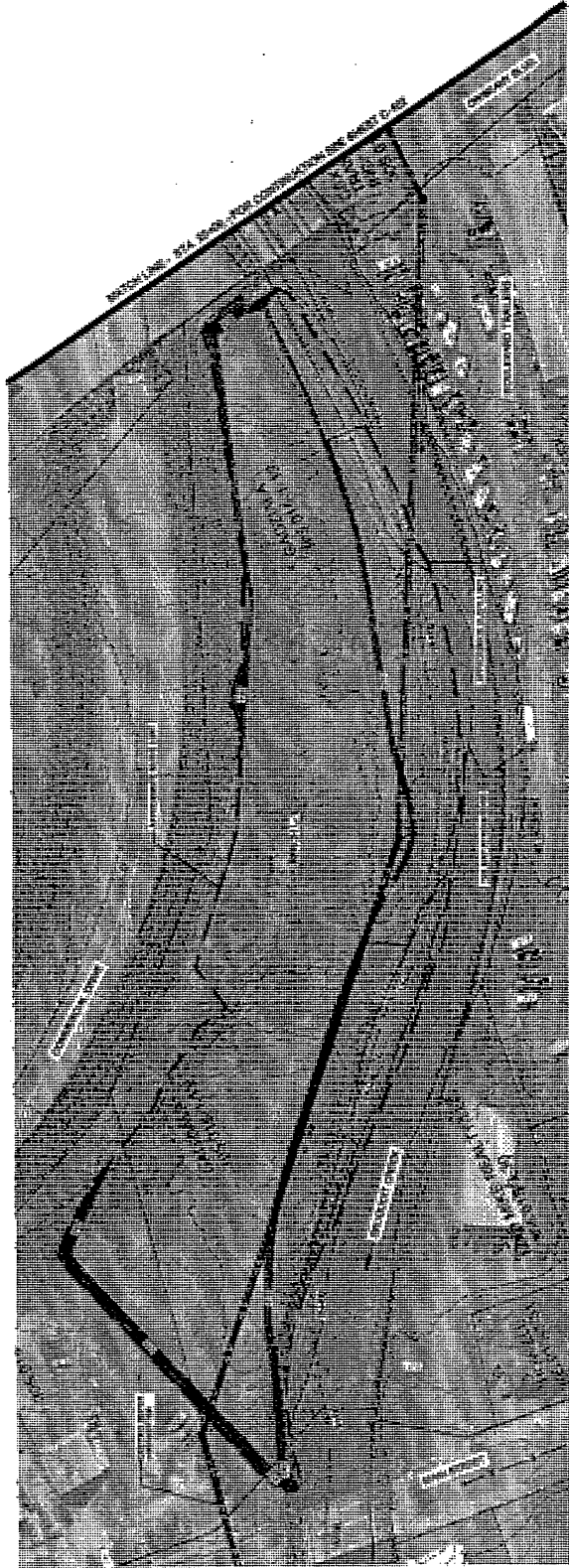
SAUQUOIT CREEK CHANNEL & FLOODPLAIN  
RESTORATION PROJECT, LOWER SAUQUOIT CREEK  
TOWN OF WHITESTOWN, NEW YORK

O'BRIEN & GERE ENGINEERS, INC  
UTICA, NY

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. UNLESS ACTUALLY NOTED OTHERWISE, DIMENSIONS AND LOCATIONS ARE TO BE FIELD VERIFIED BY THE USER. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

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DATE



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CONSTRUCTION  
DATE: OCTOBER, 2017

FILE NO.  
DATE  
OCTOBER, 2017

CIVIL  
CONTOUR & GRADING PLAN  
STA. 8+00 - STA. 20+00

SAUQUOIT CREEK CHANNEL & FLOODPLAIN  
RESTORATION PROJECT, LOWER SAUQUOIT CREEK  
TOWN OF WHITESTOWN, NEW YORK

**O**  
OBRIEN & GERE ENGINEERS, INC  
UTICA, NY

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PRELIMINARY  
NOT FOR  
CONSTRUCTION  
DATE: 08/20/2014

FILE NO. #####  
DATE #####

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O'BRIEN & CREE ENGINEERS, INC.  
A GENERAL CONTRACTOR  
FAMECOL

NO.	DATE	REVISION
1	08/20/14	ISSUE FOR PERMIT
2	08/20/14	ISSUE FOR CONSTRUCTION
3	08/20/14	ISSUE FOR CONSTRUCTION
4	08/20/14	ISSUE FOR CONSTRUCTION
5	08/20/14	ISSUE FOR CONSTRUCTION
6	08/20/14	ISSUE FOR CONSTRUCTION
7	08/20/14	ISSUE FOR CONSTRUCTION
8	08/20/14	ISSUE FOR CONSTRUCTION
9	08/20/14	ISSUE FOR CONSTRUCTION
10	08/20/14	ISSUE FOR CONSTRUCTION

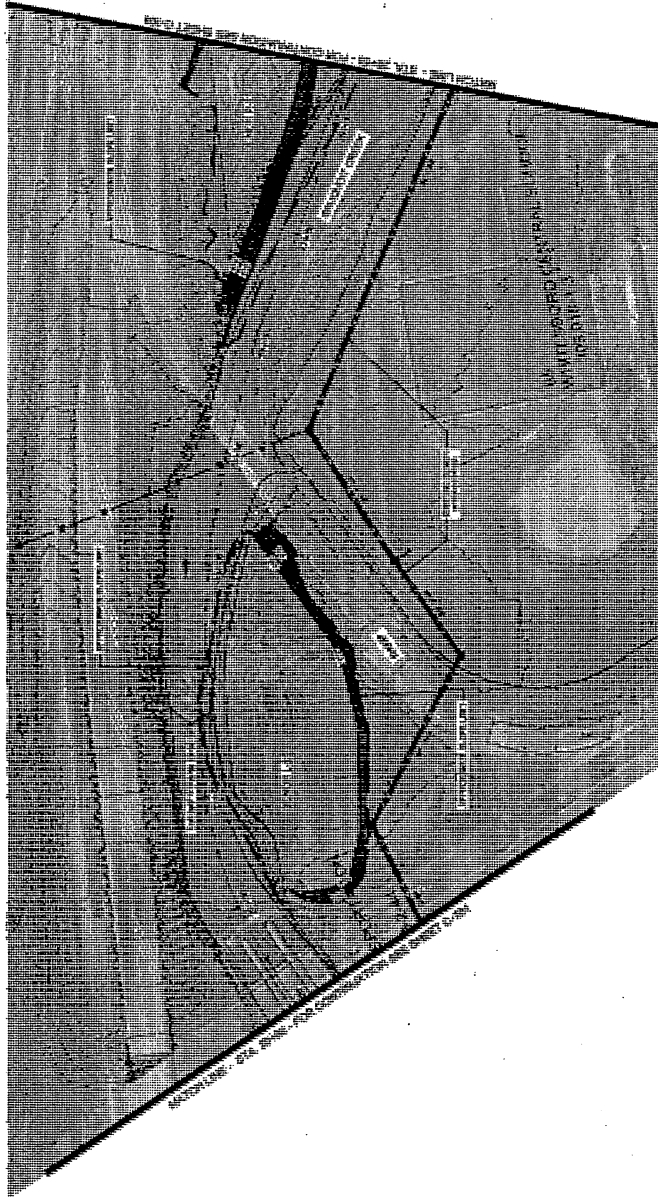
THIS DRAWING IS THE PROPERTY OF O'BRIEN & CREE ENGINEERS, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF O'BRIEN & CREE ENGINEERS, INC. ANY UNAUTHORIZED USE OF THIS DRAWING IS PROHIBITED AND WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

DESIGNED BY: JIM  
CHECKED BY: JIM  
DATE: 08/20/14









CONTOUR PLAN  
 SCALE: 1" = 20'



PRELIMINARY  
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 CONSTRUCTION  
 DATE: OCTOBER, 2017

FILE NO. 2016-0174 -  
 DATE: OCTOBER, 2017

CIVIL  
 CONTOUR & GRADING PLAN  
 STA. 20+00 - STA. 28+50

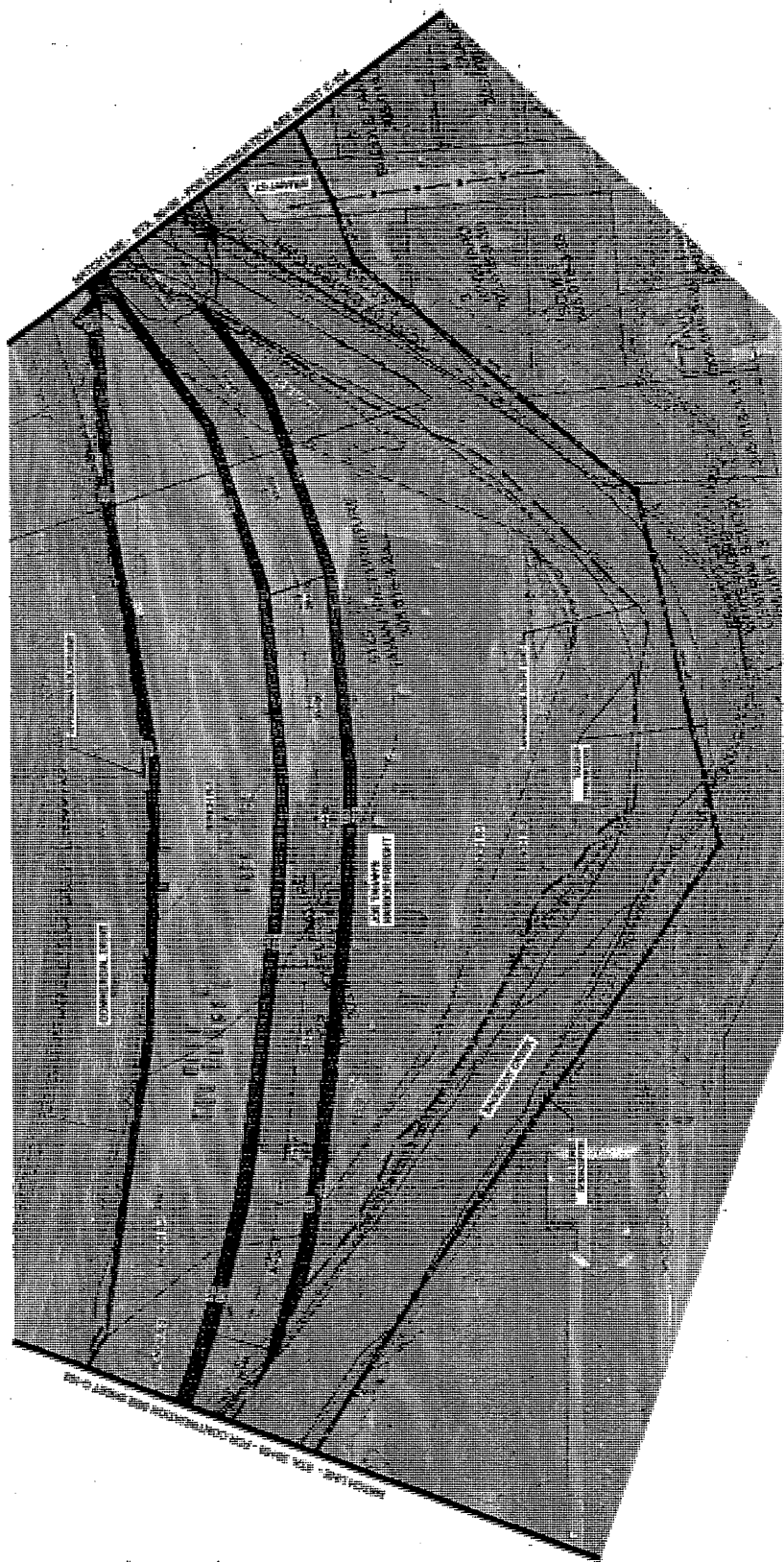
SAUQUOIT CREEK CHANNEL & FLOODPLAIN  
 RESTORATION PROJECT, LOWER SAUQUOIT CREEK  
 TOWN OF WHITESTOWN, NEW YORK

  
 O'BRIEN & GERE ENGINEERS, INC.  
 UTICA, NY

NO.	DATE	REVISION	BY

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 CHECKED BY \_\_\_\_\_  
 DRAWN BY \_\_\_\_\_



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NOT FOR  
CONSTRUCTION  
DATE: OCTOBER, 2017

FILE NO.  
DATE  
OCTOBER, 2017

CIVIL  
CONTOUR & GRADING PLAN  
STA. 28+50 - STA. 39+50

SAUQUOIT CREEK CHANNEL & FLOODPLAIN  
RESTORATION PROJECT, LOWER SAUQUOIT CREEK  
TOWN OF WHITESTOWN, NEW YORK

**O'BRIEN & GERE ENGINEERS, INC.**  
UTICA, NY

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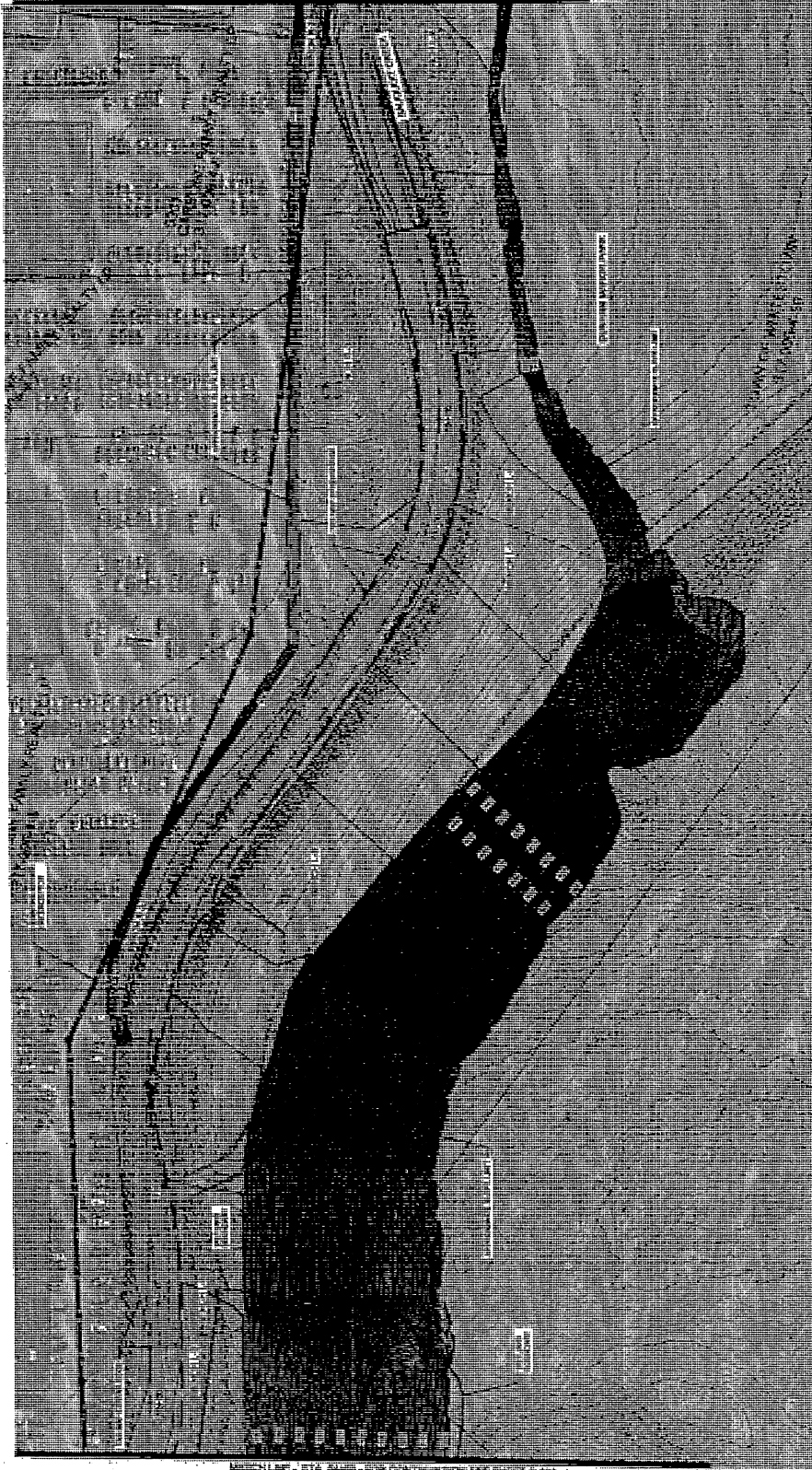
NO.	DATE	REVISION	BY

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DESIGNED BY  
CHECKED BY  
DRAWN BY





MATCH LINE - STA. 69+00 - FOR CONTINUATION SEE SHEET C-105



PRELIMINARY  
NOT FOR  
CONSTRUCTION  
DATE: OCTOBER, 2017

FILE NO.  
JOB NO. 17-018  
DATE  
OCTOBER, 2017

CIVIL  
CONTOUR & GRADING PLAN  
STA. 54+50 - STA. 69+00

SAUQUOIT CREEK CHANNEL & FLOODPLAIN  
RESTORATION PROJECT, LOWER SAUQUOIT CREEK  
TOWN OF WHITESTOWN, NEW YORK

O'BRIEN & GERE ENGINEERS, INC  
UTICA, NY

NO.	DATE	BY	REVISION

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DRAWN BY



MATCH LINE - STA. 69+00 - FOR CONTINUATION SEE SHEET C-105

CONTOUR PLAN  
SCALE: 1" = 40'

PRELIMINARY  
NOT FOR  
CONSTRUCTION  
DATE: OCTOBER, 2017

FILE NO.	DATE
C-106	OCTOBER, 2017

CIVIL  
CONTOUR & GRADING PLAN  
STA. 69+00 - STA. 82+50

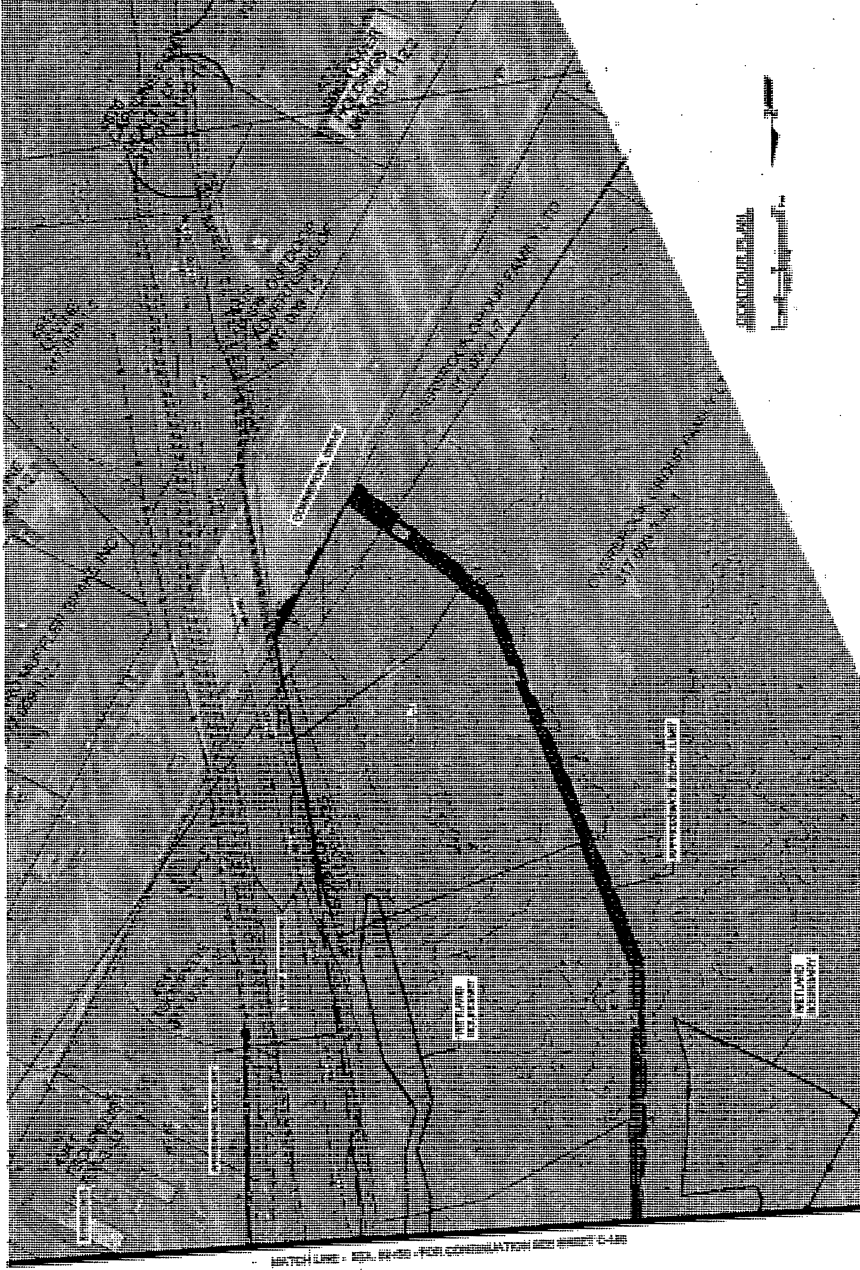
SAUQUOIT CREEK CHANNEL & FLOODPLAIN  
RESTORATION PROJECT, LOWER SAUQUOIT CREEK  
TOWN OF WHITESTOWN, NEW YORK

**O**  
OBRIEN & GIERE ENGINEERS, INC.  
UTICA, NY

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DIMENSIONS IN THE DATED SCALE MAY BE INTRODUCED  
UNLESS INDICATED TO THE CONTRARY. USE THE DRAWING SCALE TO DETERMINE THE ACTUAL SCALE.

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DESIGNED BY			
CHECKED BY			
DRAWN BY			





PRELIMINARY  
NOT FOR  
CONSTRUCTION  
DATE: OCTOBER, 2017

FILE NO. 2016-0118  
DATE OCTOBER, 2017

CIVIL  
CONTOUR & GRADING PLAN  
STA. 82+50 - STA. 91+36

SAUQUOIT CREEK CHANNEL & FLOODPLAIN  
RESTORATION PROJECT, LOWER SAUQUOIT CREEK  
TOWN OF WHITESTOWN, NEW YORK

**OBRIEN & GERE ENGINEERS, INC.**  
UTICA, NY

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SHOULD BE INDICATED BY A REVISION TABLE. USE THE CORRECT SCALE FOR THE ACTUAL SCALE.

NO.	DATE	REVISION	BY

IN CHARGE OF  
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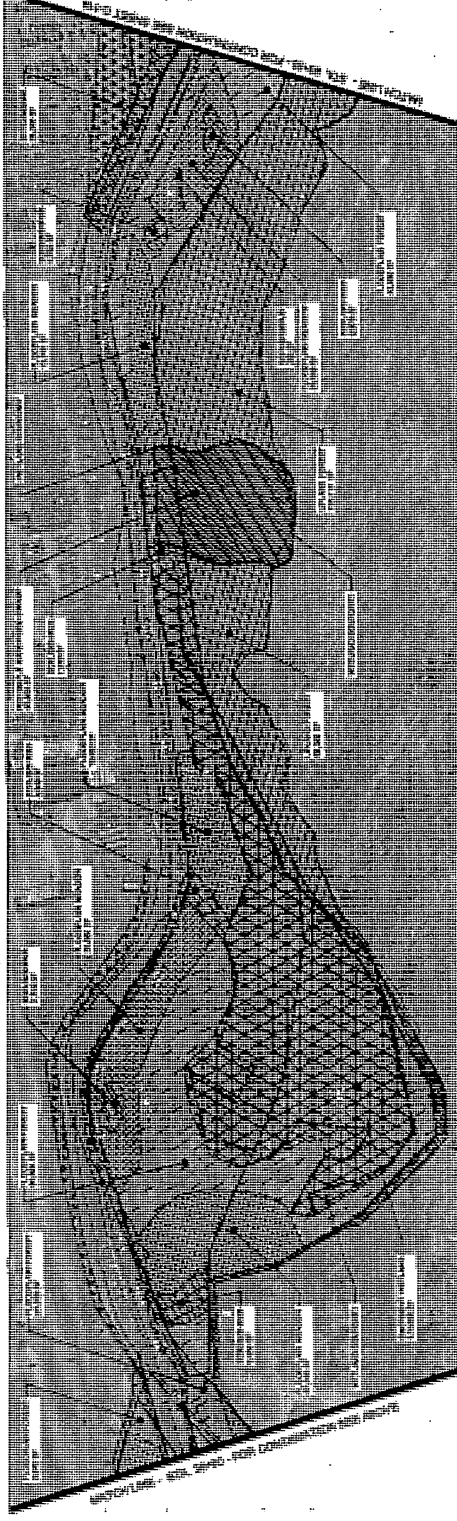
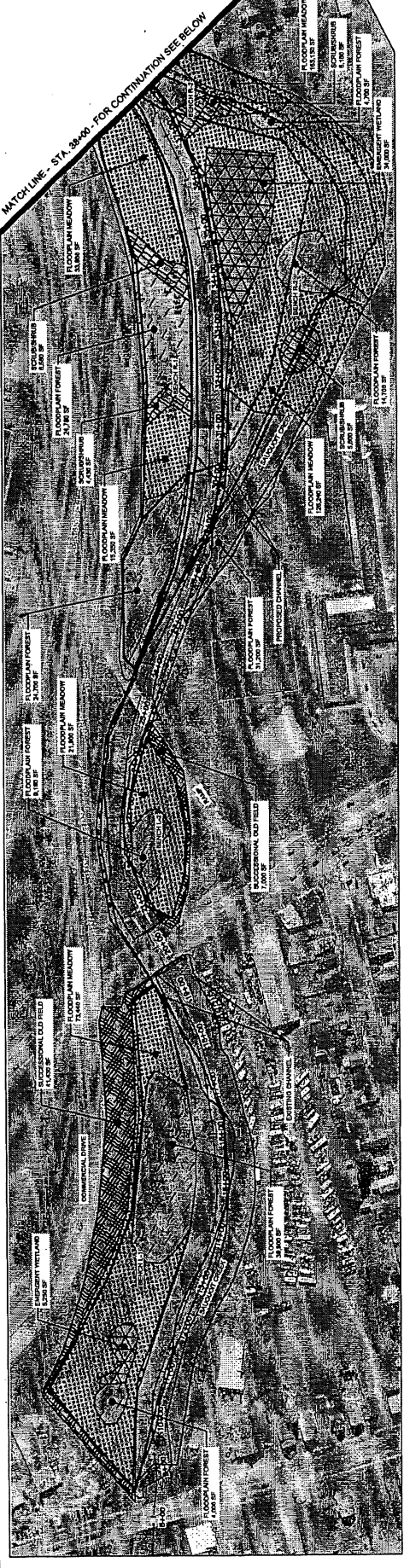












**LEGEND**

- STREAMBANK
- FLOODPLAIN MEADOW
- EMERGENT WETLAND
- FLOODPLAIN FOREST
- UPLAND FOREST
- SUCCESSIONAL OLD FIELD
- RED MAPLE HARDWOOD SWAMP

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**  
DATE: OCTOBER, 2017

FILE NO. C-115  
DATE: OCTOBER, 2017

**RESTORATION PLAN**  
STA. 8+00 - STA. 63+50

SAUQUOIT CREEK CHANNEL & FLOODPLAIN  
RESTORATION PROJECT, LOWER SAUQUOIT CREEK  
TOWN OF WHITESTOWN, NEW YORK

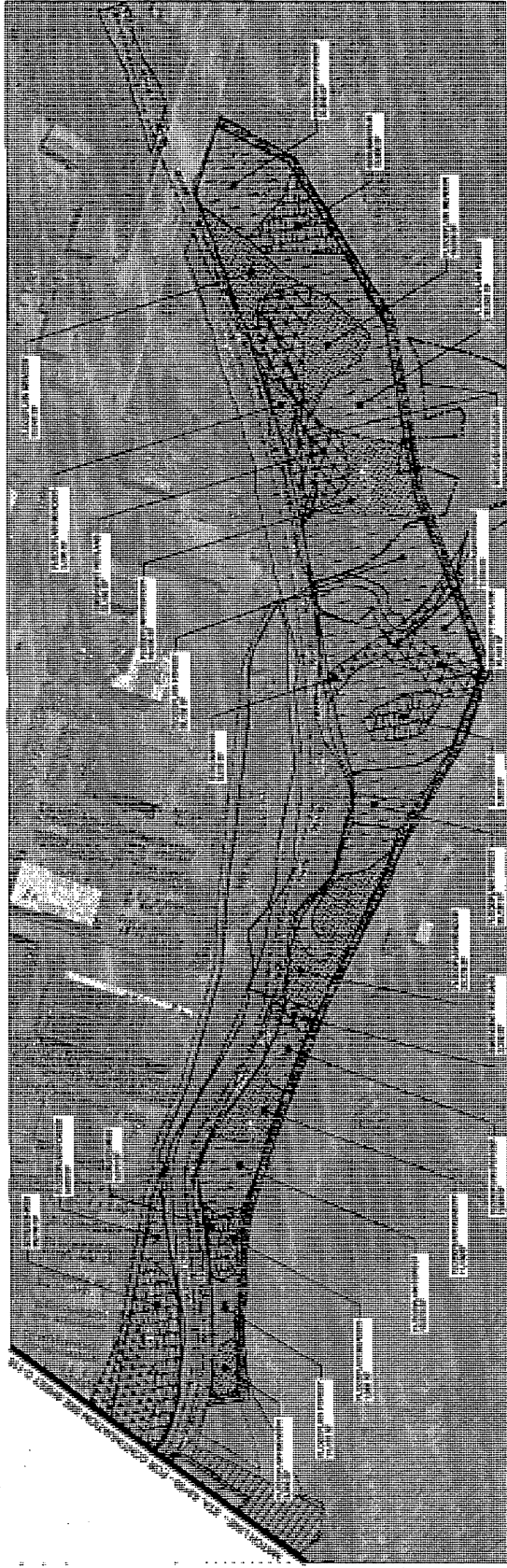
**OBRIEN & GERE ENGINEERS, INC.**  
UTICA, NY

**RESTORATION PLAN**  
SCALE: 1" = 100'

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED. DIMENSIONS IN THE STATED SCALE MAY BE INTRODUCED OR MODIFIED TO ACCOMMODATE THE ACTUAL SCALE. USE THE GRAPHIC SCALE BAR TO DETERMINE THE ACTUAL SCALE.

NO.	DATE	BY	REVISION

IN CHARGE OF: \_\_\_\_\_  
DESIGNED BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_



**LEGEND**

- STREAMBANK
- RED MAPLE HEMLOCK SWAMP
- SUCCESIONAL OLD FIELD
- FLOODPLAIN WETLAND
- EMERGENT WETLAND
- FLOODPLAIN FOREST
- UPLAND FOREST
- STREAMBANK
- RED MAPLE HEMLOCK SWAMP
- SUCCESIONAL OLD FIELD

**RESTORATION PLAN**



**PRELIMINARY  
NOT FOR  
CONSTRUCTION**  
DATE: OCTOBER, 2011

FILE NO.	2011041794
DATE	OCTOBER, 2011

**RESTORATION PLAN**  
STA. 63+50 - STA. 91+36

**SAUQUOIT CREEK CHANNEL & FLOODPLAIN  
RESTORATION PROJECT, LOWER SAUQUOIT CREEK**  
TOWN OF WHITESTOWN, NEW YORK

**O'BRIEN & GERE ENGINEERS, INC.**  
UTICA, NY

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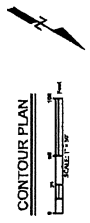
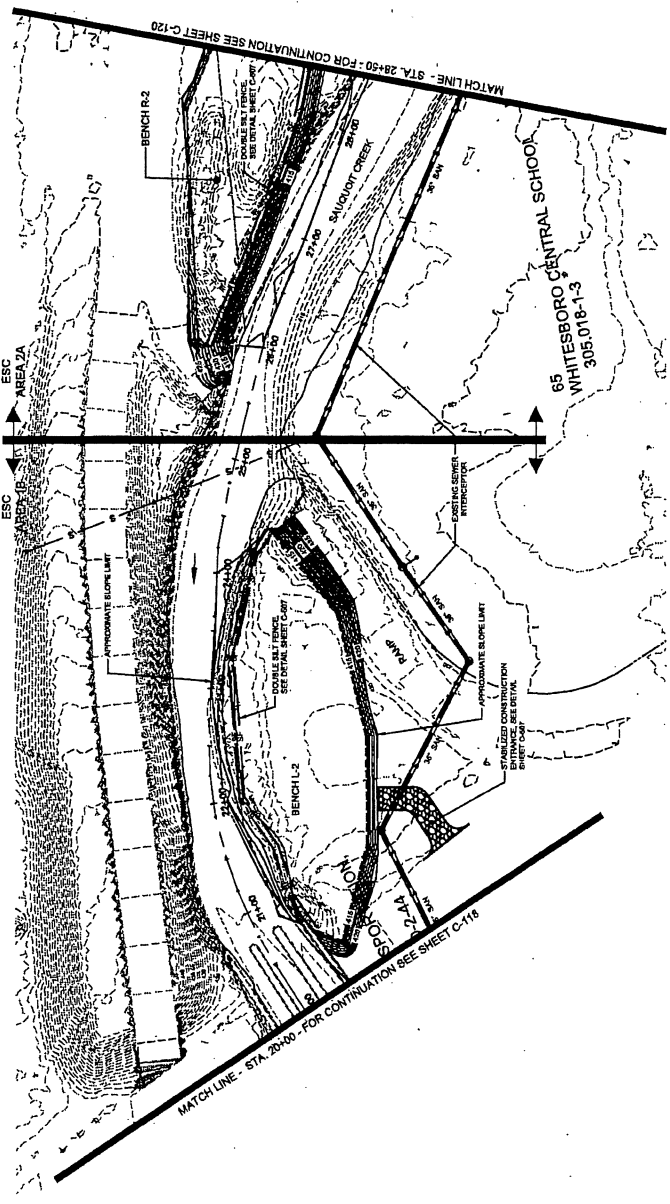
NO.	DATE	REVISION

IN CHARGE OF: \_\_\_\_\_  
 DESIGNED BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_









PRELIMINARY  
NOT FOR  
CONSTRUCTION  
DATE: OCTOBER, 2017

FILE NO. 2008.0118-13  
DATE OCTOBER, 2017

CIVIL  
EROSION & SEDIMENT  
CONTROL PLAN  
STA. 20+00 - STA. 28+50

SAUQUOIT CREEK CHANNEL & FLOODPLAIN  
RESTORATION PROJECT, LOWER SAUQUOIT CREEK  
TOWN OF WHITESTOWN, NEW YORK

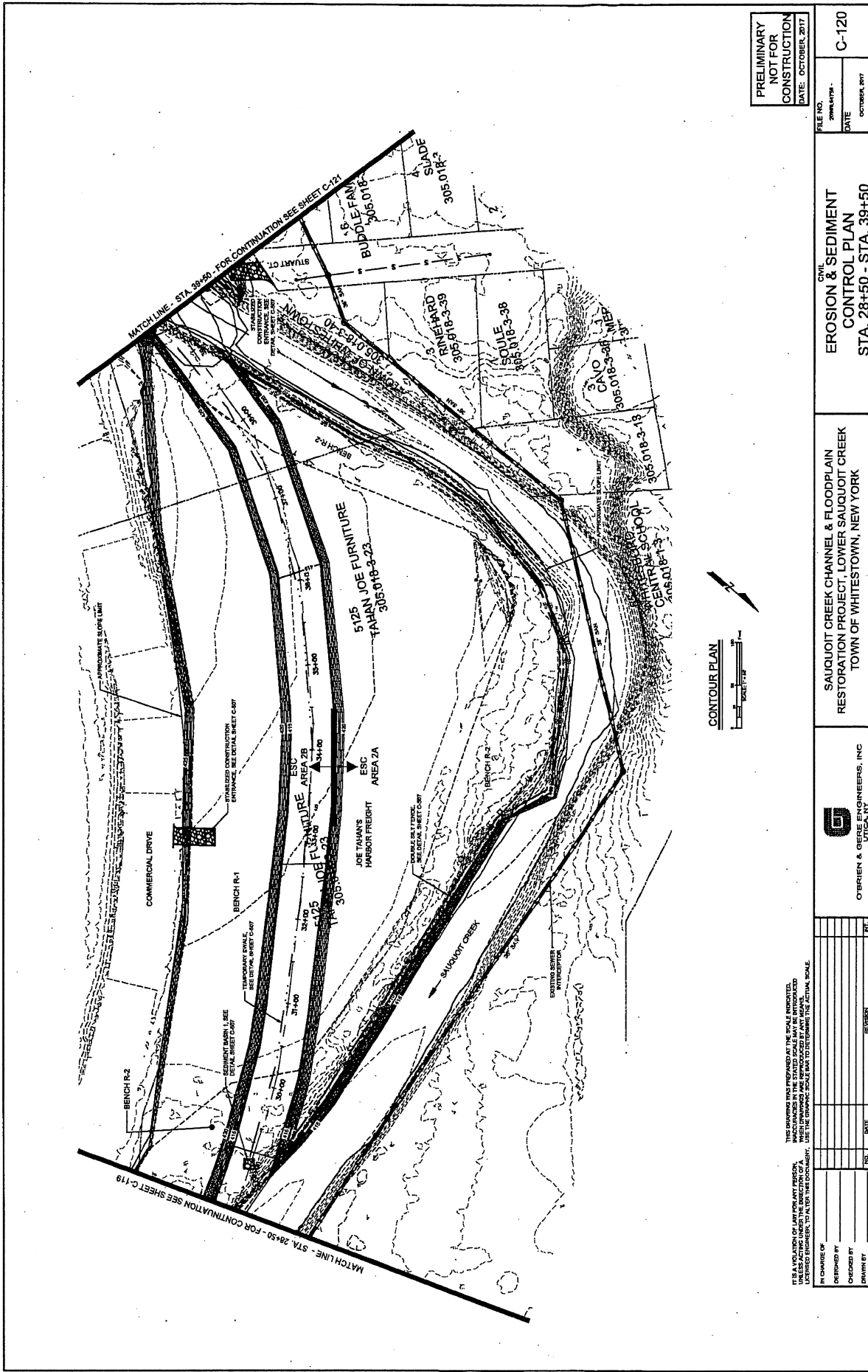
**O'BRIEN & GIERE ENGINEERS, INC.**  
UTICA, NY

NO.	DATE	REVISION	BY

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NOT FOR  
CONSTRUCTION  
DATE: OCTOBER, 2017

FILE NO.  
DATE  
OCTOBER, 2017

SAUJOUIT CREEK CHANNEL & FLOODPLAIN  
EROSION & SEDIMENT  
CONTROL PLAN  
STA. 28+50 - STA. 39+50

RESTORATION PROJECT, LOWER SAUJOUIT CREEK  
TOWN OF WHITESTOWN, NEW YORK

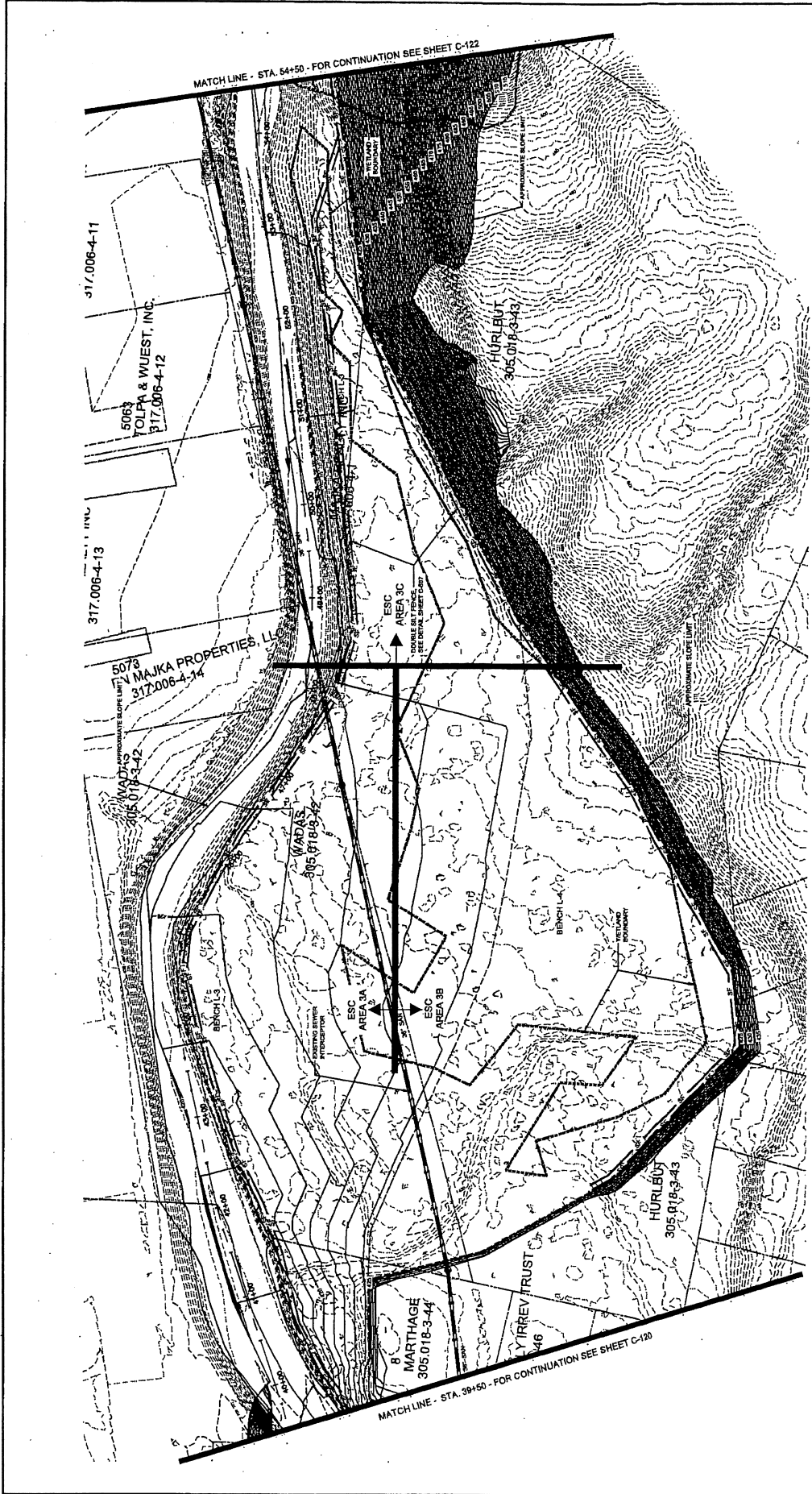
O'BRIEN & GIBBE ENGINEERS, INC  
UTICA, NY

NO.	DATE	REVISION

THIS DRAWING WAS PREPARED AT THE SCALE INDICATED.  
UNLESS ACTING UNDER THE DIRECTION OF A REGISTERED PROFESSIONAL ENGINEER, ALL DIMENSIONS AND LOCATIONS ARE TO BE LOCATED AT THE ACTUAL SCALE.  
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DESIGNED BY  
CHECKED BY  
DRAWN BY

DATE



MATCH LINE - STA. 54+50 - FOR CONTINUATION SEE SHEET C-122

MATCH LINE - STA. 39+50 - FOR CONTINUATION SEE SHEET C-120

CONTOUR PLAN

PRELIMINARY  
NOT FOR  
CONSTRUCTION  
DATE: OCTOBER, 2011

FILE NO.  
DATE  
OCTOBER, 2011

CIVIL  
EROSION & SEDIMENT  
CONTROL PLAN  
STA. 39+50 - STA. 54+50

SAUQUOIT CREEK CHANNEL & FLOODPLAIN  
RESTORATION PROJECT, LOWER SAUQUOIT CREEK  
TOWN OF WHITESTOWN, NEW YORK

O'BRIEN & GERE ENGINEERS, INC.  
UTICA, NY

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BY	DATE	REVISION

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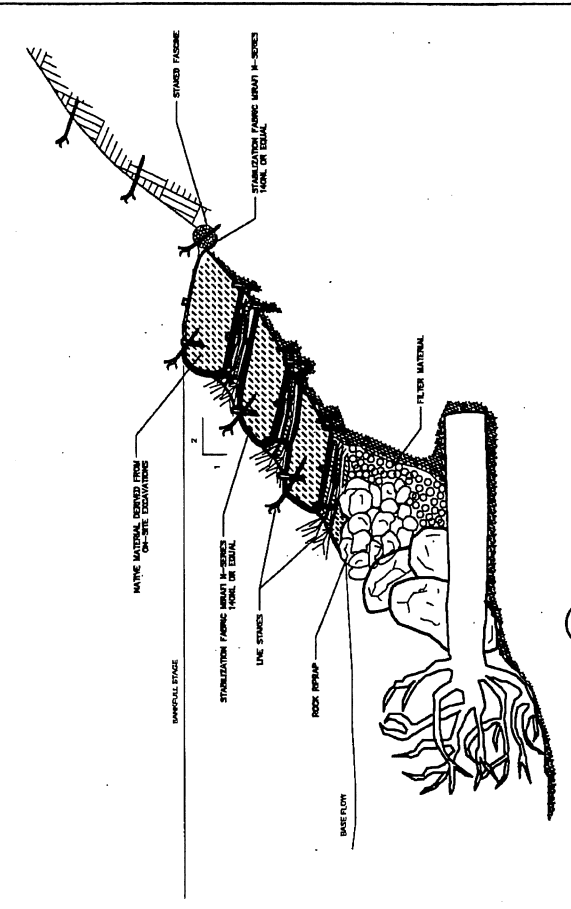




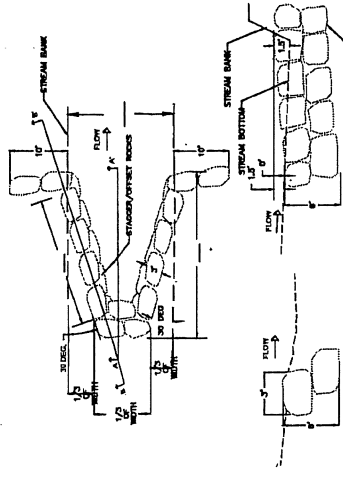




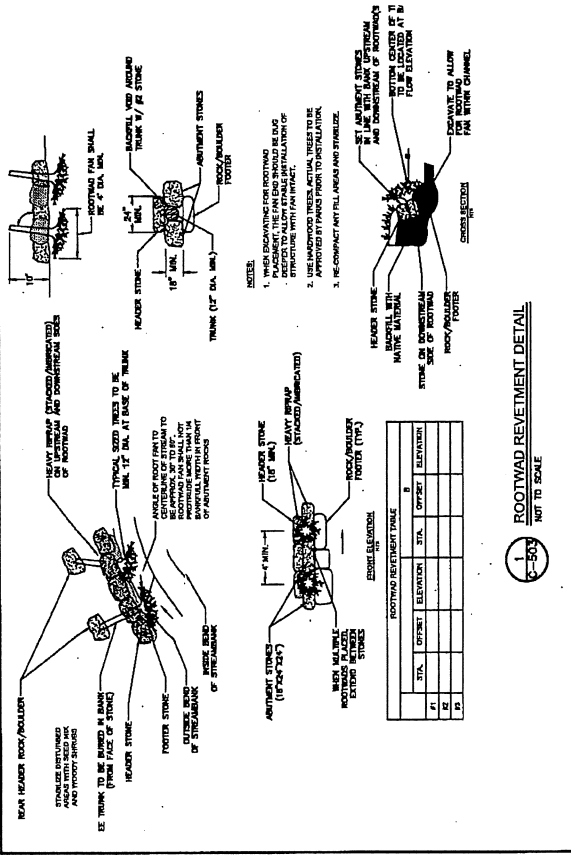




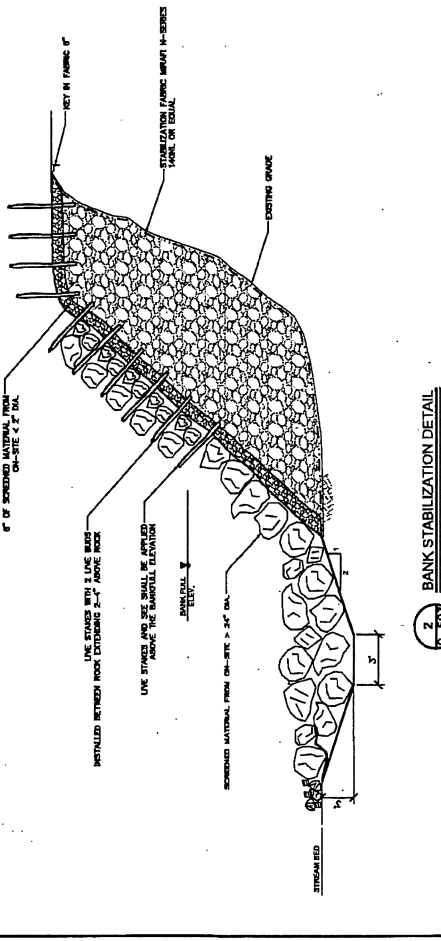
1 TOE WOOD 'BURRITO' SOIL LIFT DETAIL  
NOT TO SCALE



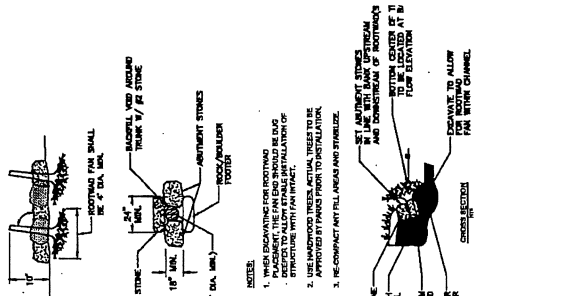
2 CROSS VANE DETAIL  
NOT TO SCALE



3 ROOTWAD REVETMENT DETAIL  
NOT TO SCALE



4 BANK STABILIZATION DETAIL  
NOT TO SCALE



PRELIMINARY  
NOT FOR  
CONSTRUCTION  
DATE: OCTOBER, 2011

FILE NO. C-503  
DATE: OCTOBER, 2011

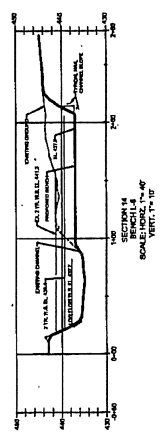
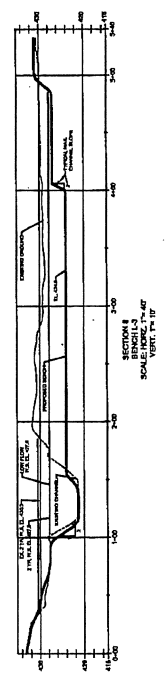
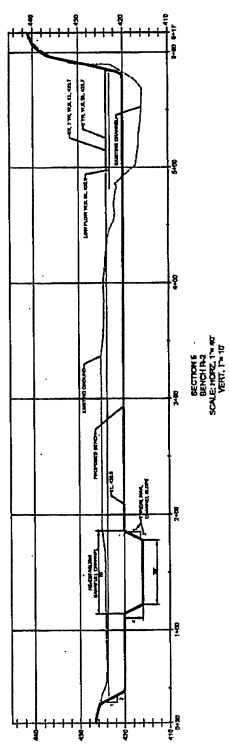
SAUQUOIT CREEK CHANNEL & FLOODPLAIN  
RESTORATION PROJECT, LOWER SAUQUOIT CREEK  
TOWN OF WHITESTOWN, NEW YORK

O'BRIEN & GIBSON ENGINEERS, INC.  
UTICA, NY

NO.	DATE	REVISIONS	BY

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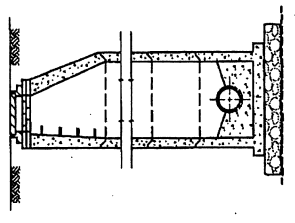




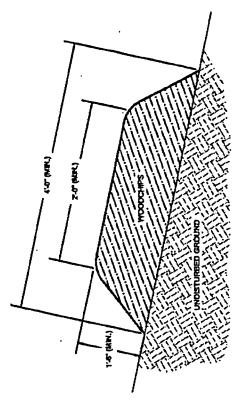
1 REPRESENTATIVE CHANNEL & BENCH SECTIONS  
NOT TO SCALE

IF A MATERIAL SPECIFICATION REFERS TO A STANDARD, THE ENGINEER HAS CONDUCTED A VISUAL CHECK OF THE STANDARD AND HAS DETERMINED THAT THE STANDARD IS CURRENT AND APPLICABLE TO THE PROJECT. THE ENGINEER HAS NOT CONDUCTED A VISUAL CHECK OF THE STANDARD TO DETERMINE THE ACTUAL SCALE.

IN CHARGE OF	DATE	REVISION
DESIGNED BY		
DRAWN BY		



2



3 WOOD CHIP BERM DETAIL  
NOT TO SCALE

- NOTES:
- PRIOR TO PLACEMENT, OBSTRUCTIONS SUCH AS TREES, LIMBS, LIMBS, ROCKS, ETC. SHALL BE REMOVED OR TRIMMED TO CLEAR THE BERM AREA.
  - BERMS SHALL BE PLACED PARALLEL TO EXISTING CONTOURS AND LOCATED AS SHOWN ON THE DRAWING.
  - BERMS SHALL BE PLACED AS SHOWN ON THE DRAWING.
  - WHERE PRACTICABLE, WOOD CHIPS SHALL BE PLACED AS SHOWN ON THE DRAWING.
  - WOOD CHIPS SHALL BE PLACED AS SHOWN ON THE DRAWING.
  - BOTH ENDS OF THE BERM SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE TO THE EXISTING GROUND SURFACE.
  - BERMS SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL EVENT. IF THE BERM IS FOUND TO BE DAMAGED OR WEARING, IT SHALL BE REPAIRED IMMEDIATELY UPON INSPECTION.
  - BERMS SHALL BE MAINTAINED AND REPAIRED AS NECESSARY TO PROVIDE A MAINTENANCE-FRIENDLY VEGETATION.

PRELIMINARY  
NOT FOR  
CONSTRUCTION  
DATE: OCTOBER, 2017

FILE NO.	C-505
DATE	OCTOBER, 2017

SAUQUOIT CREEK CHANNEL & FLOODPLAIN  
RESTORATION PROJECT, LOWER SAUQUOIT CREEK  
TOWN OF WHITESTOWN, NEW YORK

O'BRIEN & GIBRE ENGINEERS, INC.  
UTICA, NY

GENERAL  
MISCELLANEOUS DETAILS

DATE

REVISION

NO.

DATE

REVISION

NO.

DATE

REVISION

NO.

DATE

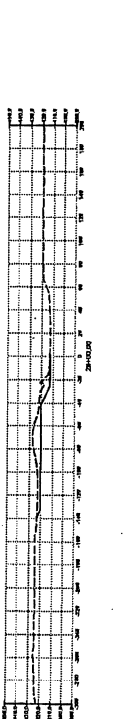
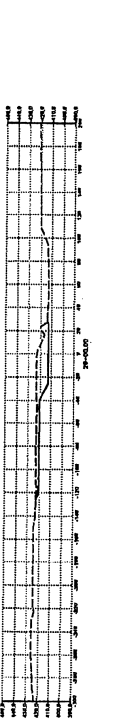
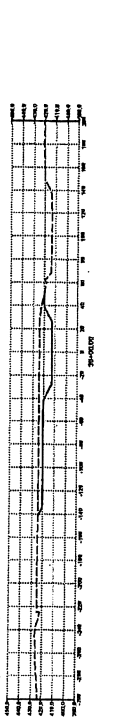
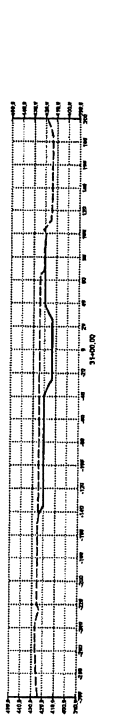
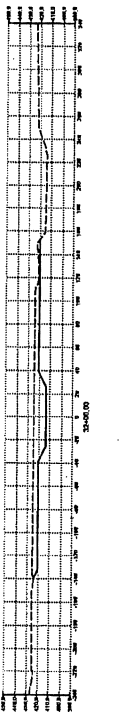
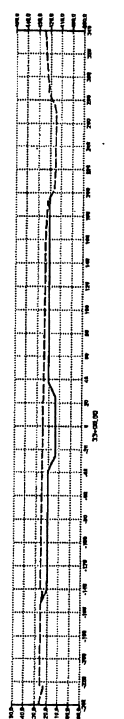
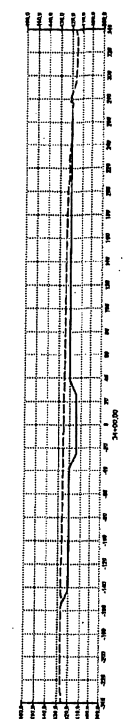
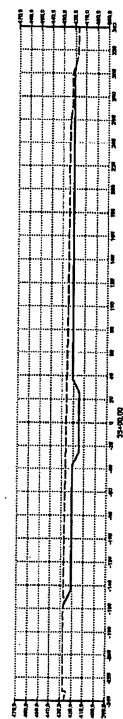
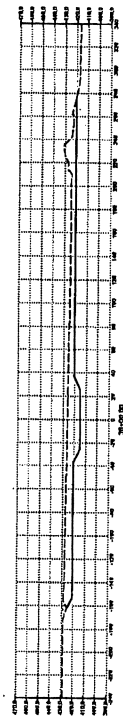
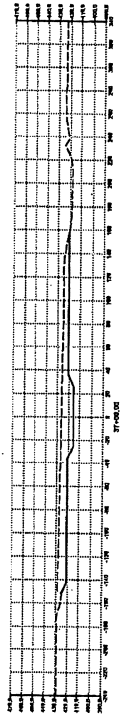
REVISION











IF A VIOLATION OF ANY FEDERAL, STATE, OR LOCAL LAW, RULE, OR REGULATION IS IDENTIFIED IN THIS DRAWING, THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

NO.	DATE	REVISION

DESIGNED BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_

**O'BRIEN & GERE ENGINEERS, INC**  
 UTICA, NY

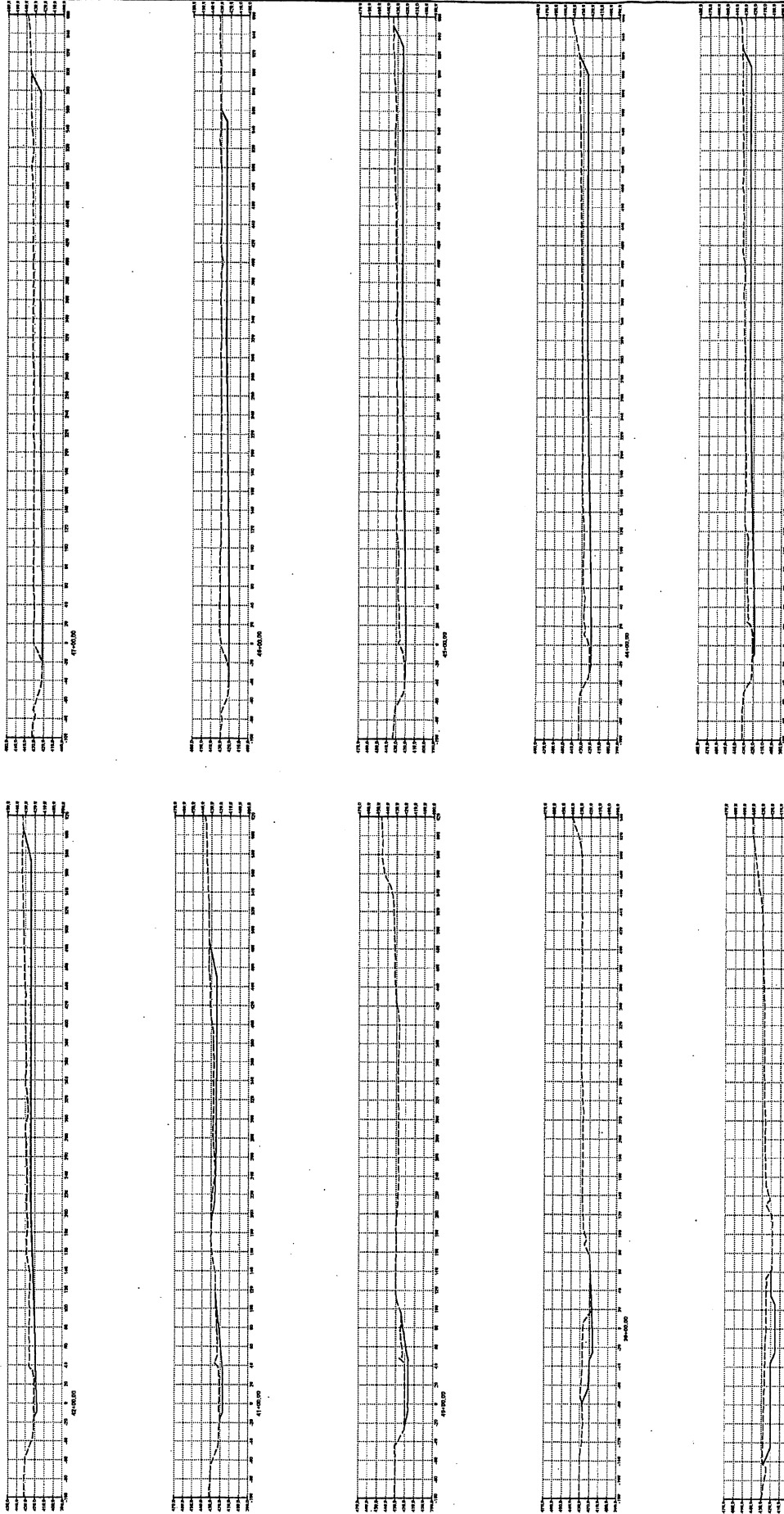
**SAUQUOIT CREEK CHANNEL & FLOODPLAIN RESTORATION PROJECT, LOWER SAUQUOIT CREEK TOWN OF WHITESTOWN, NEW YORK**

**CROSS SECTIONS STA. 28+00 - STA. 37+00**

FILE NO. 2599161/SAUQUOIT CREEK CHANNEL & FLOODPLAIN RESTORATION PROJECT, LOWER SAUQUOIT CREEK, SAUQUOIT CREEK BASIN 13.19.2017.DWG  
 DATE: OCTOBER 2017

**PRELIMINARY NOT FOR CONSTRUCTION**

XS-003



PRELIMINARY  
NOT FOR  
CONSTRUCTION  
DATE: OCTOBER, 2017

FILE NO.  
2008-0179  
DATE  
OCTOBER, 2017

CROSS SECTIONS  
STA. 38+00 - STA. 47+00

SAUJOIT CREEK CHANNEL & FLOODPLAIN  
RESTORATION PROJECT, LOWER SAUJOIT CREEK  
TOWN OF WHITESTOWN, NEW YORK

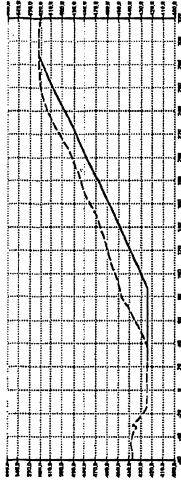
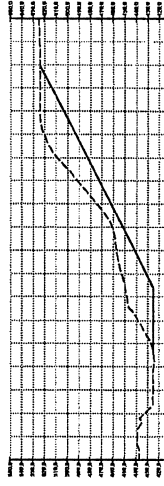
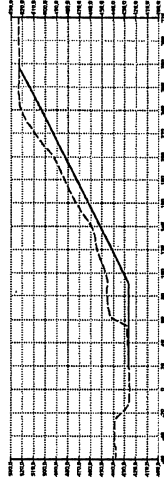
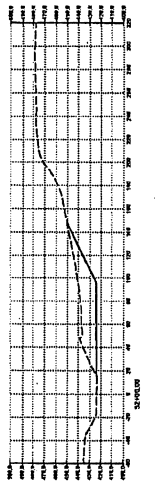
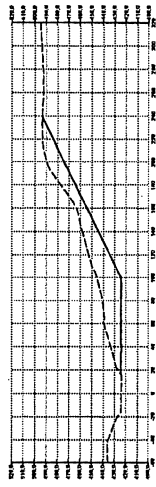
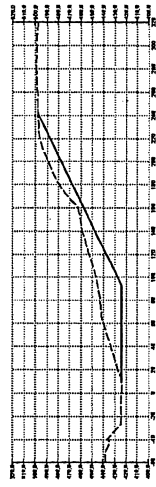
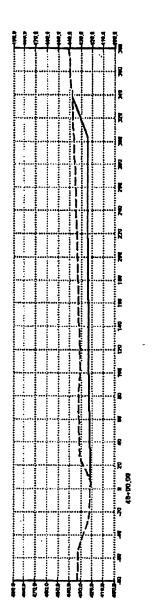
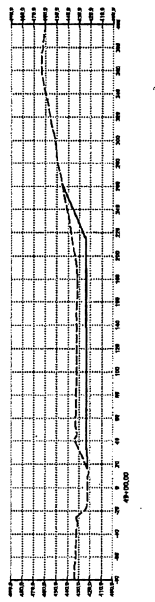
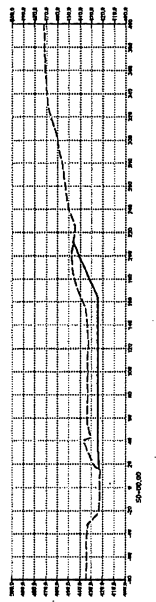
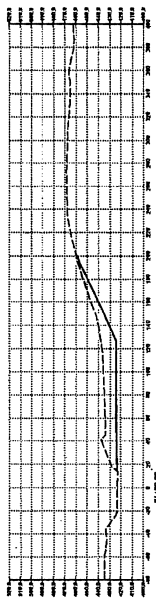


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IF IT IS USED FOR ANY OTHER PURPOSE,  
UNLESS NOTICED OTHERWISE, THE USER  
LICENSED ENGINEER TO ALTER THE DOCUMENT. USE THE GRAPHIC SCALE BAR TO DETERMINE THE ACTUAL SCALE.

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O'BRIEN & GERE ENGINEERS, INC.  
UTICA, NY

XS-004



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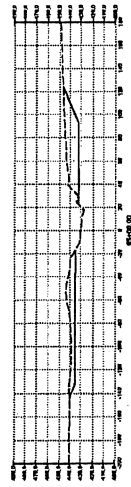
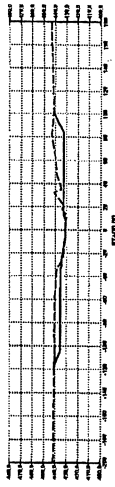
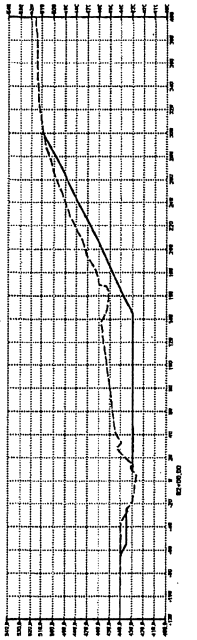
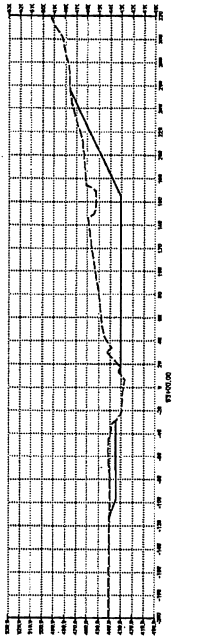
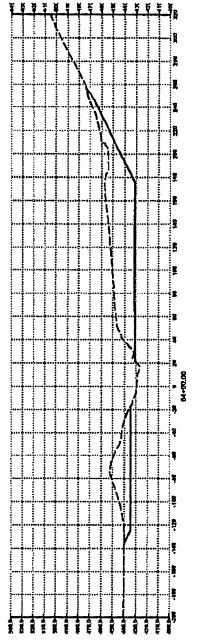
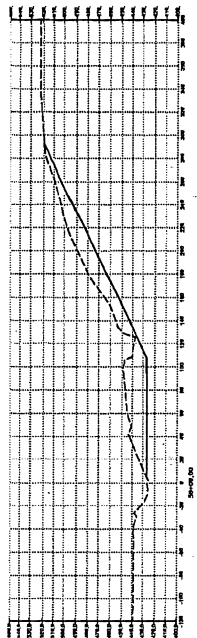
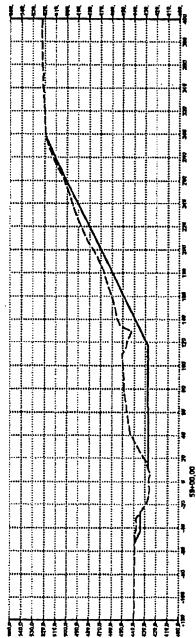
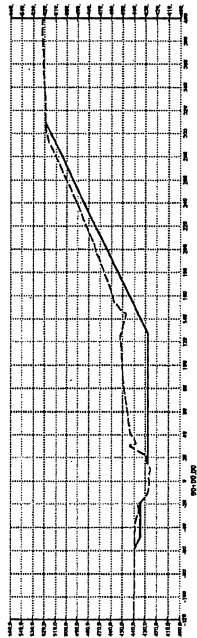
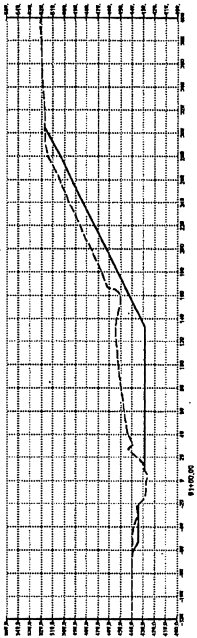
PRELIMINARY  
 NOT FOR  
 CONSTRUCTION  
 DATE: OCTOBER, 2017

FILE NO.	XS-005
DATE	OCTOBER, 2017

CROSS SECTIONS  
 STA. 48+00 - STA. 57+00

SAUQUOIT CREEK CHANNEL & FLOODPLAIN  
 RESTORATION PROJECT, LOWER SAUQUOIT CREEK  
 TOWN OF WHITESTOWN, NEW YORK

O'BRIEN & GERE ENGINEERS, INC.  
 UTICA, NY



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PRELIMINARY  
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CONSTRUCTION  
DATE: OCTOBER, 2017

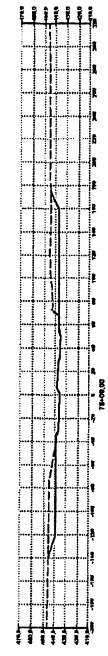
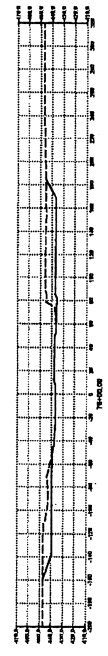
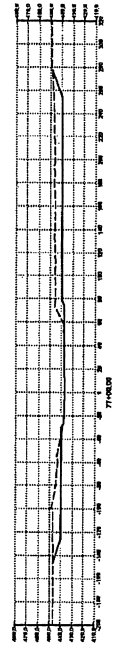
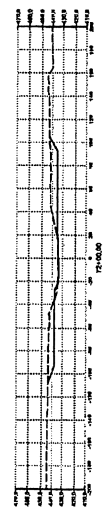
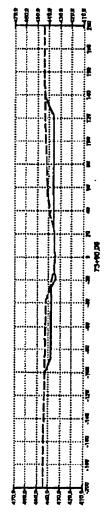
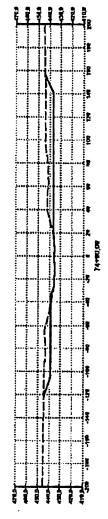
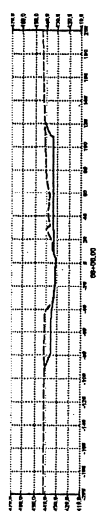
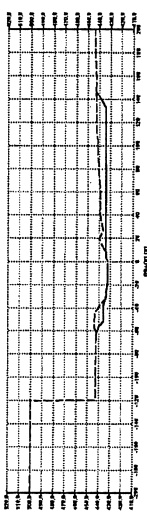
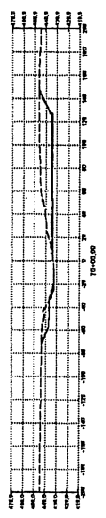
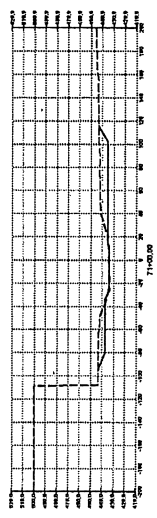
FILE NO. 2006-1179-1  
DATE OCTOBER, 2017  
XS-006

CROSS SECTIONS  
STA. 58+00 - STA. 67+00

SAUQUOIT CREEK CHANNEL & FLOODPLAIN  
RESTORATION PROJECT, LOWER SAUQUOIT CREEK  
TOWN OF WHITESTOWN, NEW YORK

O'BRIEN & KEENE ENGINEERS, INC.  
UTICA, NY

NO.	DATE	REVISION



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLICENSED IN THE STATE OF NEW YORK, TO REPRODUCE OR TRANSMIT IN ANY MANNER OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, ANY PART OF THIS DOCUMENT. USE OF THIS DOCUMENT IS LIMITED TO THE PROJECT AND SITE SPECIFICALLY IDENTIFIED IN THE TITLE BLOCK. ANY OTHER USE IS STRICTLY PROHIBITED.

IN CHARGE BY	NO.	DATE	REVISION
DESIGNED BY			
CHECKED BY			
DRAWN BY			

**O'BRIEN & KEENE ENGINEERS, INC.**  
 600 WEST 11TH STREET  
 SUITE 200  
 NEW YORK, NY 10014

**SAUQUOIT CREEK CHANNEL & FLOODPLAIN RESTORATION PROJECT, LOWER SAUQUOIT CREEK TOWN OF WHITESTOWN, NEW YORK**

**CROSS SECTIONS  
 STA. 68+00 - STA. 77+00**

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**  
 DATE: OCTOBER, 2017

FILE NO. XS-007  
 DATE OCTOBER, 2017







ONEIDA COUNTY  
DEPARTMENT OF PLANNING  
Boehlert Center at Union Station  
321 Main St., Utica NY 13501  
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.  
County Executive

JAMES J. GENOVESE, II  
Commissioner

August 11, 2021

Anthony J. Picente, Jr.  
County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

FN 20 21-244

**PUBLIC WORKS**

**WAYS & MEANS**

Re: Oneida County Flood Mitigation Grant Program

Dear County Executive Picente:

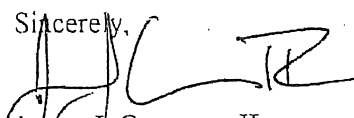
As you are aware, the County authorized \$2 million to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address weaknesses within the existing stormwater infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program. Several municipalities within Oneida County, including the Town of Marshall, Town of Kirkland, Village of Waterville, Town of Whitestown, and the Sauquoit Creek Basin Intermunicipal Commission (SCBIC) are requesting funds for projects intended to mitigate or reduce the risk of flooding in their community.

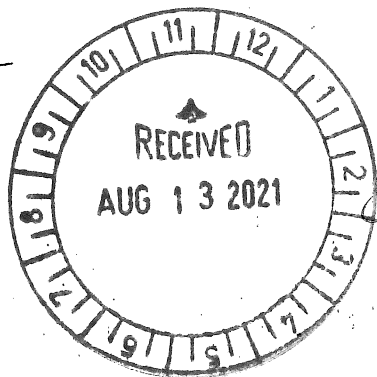
The project, the municipalities, and the total amount requested are listed below. The total amount requested by Oneida County is \$1,102,161.00.

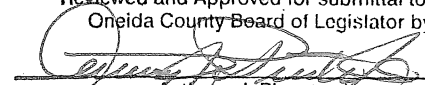
<u>Municipality</u>	<u>Project</u>	<u>Cost</u>
Town of Marshall	Big Creek Stream Bank Stabilization	\$300,000.00
Town of Kirkland	Arrowhead Way Drainage Improvements	\$32,161.00
Village of Waterville	Big Creek Debris Removal and Bank Stabilization	\$182,500.00
Town of Whitestown	Sauquoit Creek Bank Stabilization/Floodplain Bench	\$400,000.00
SCBIC	Hydraulic Modeling and Conceptual Design	\$187,500.00

These projects are time-sensitive and the upstate New York construction season is limited. The distribution of the Flood Mitigation monies and the implementation of these projects will be accomplished through the execution of contracts between the County and several local municipalities.

Should the requests herein meet with your approval, I respectfully request that you forward this letter and flood mitigation grant agreement to the Board of Legislators for their consideration and approval at their next meeting.

Sincerely,  
  
James J. Genovese II  
Commissioner of Planning



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 8-12-21

Oneida Co. Department: Planning

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Village of Waterville  
122 Barton Ave.  
Waterville, NY 13480

**Title of Activity or Service:** This agreement is between Oneida County and the Village of Waterville for a debris removal, bank stabilization, and engineering project awarded funds from the Oneida County Flood Mitigation Grant Program for flood mitigation projects in Oneida County.

**Proposed Dates of Operation:** Upon execution – Completion of Project  
Anticipated (December 31, 2025)

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

1) **Narrative Description of Proposed Services:** The award of \$182,500 for a debris removal, bank stabilization, and engineering project of the Big Creek in the Town of Waterville repeatedly impacted by flooding.

2) **Program/Service Objectives and Outcomes:** Flood Mitigation

3) **Program Design and Staffing:**

**Total Funding Requested:** \$182,500                      **Account # H562**

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County \$182,500/ Local \$67,500

**Cost Per Client Served:** N/A

**Past Performance Data:**

**O.C. Department Staff Comments:** N/A

FLOOD MITIGATION GRANT AGREEMENT BETWEEN

ONEIDA COUNTY

AND

THE VILLAGE OF WATERVILLE

THIS GRANT AGREEMENT (hereinafter "Agreement") is made between the County of Oneida, a municipal corporation organized and existing under the laws of the state of New York, with its principal place of business located at 800 Park Ave., Utica, New York 13501 (hereinafter the "County"), and the Village of Waterville, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 122 Barton Ave., Waterville, New York (hereinafter the "Grantee").

WHEREAS, the July 1, 2017 storm caused significant damage within the County as a result of flooding brought on by record amounts of rainfall. This damage exposed many weaknesses throughout the County in the ability of the existing storm water infrastructure to handle very heavy amounts of rainfall; and

WHEREAS, the County has authorized a certain amount of money to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address potential weaknesses within the existing storm water infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program (hereinafter the "Grant Program"); and

WHEREAS, the Grantee has submitted an application to the County for a Flood Mitigation Grant (hereinafter "Grant"), and said application has been reviewed and approved; and

WHEREAS, the County has determined that the Grantee should receive such flood mitigation assistance; and

WHEREAS, the Grantee represents that it is duly qualified and willing to perform the services set forth herein.

NOW THEREFORE, it is agreed between the County and the Grantee as follows:

I. AMOUNT OF GRANT

A. The total amount of the Grant shall not exceed one hundred and eighty-two thousand, five hundred dollars (\$182,500.00).

B. COUNTY SHARE

1. The County shall award the Grantee \$182,500 towards the total costs of the approved Project as identified in Section II (hereinafter the "Project"). The total obligation of the County for all compensation and reimbursements to Grantee under this Grant shall not exceed one hundred and eighty-two thousand, five hundred dollars (\$182,500.00).
  2. Disbursement shall be made by the County to the Grantee in accordance with the procedures outlined in Section VI, below.
- C. GRANTEE SHARE: The Grantee is required to match the County share of the costs of the Project. In-kind services by the Grantee can constitute all or part of the Grantee's required share of costs provided that proper documentation of the in-kind services is provided to, and approved by, the County, at their discretion. Prior approval for the use of in-kind services must be received by the Grantee prior to this Agreement being executed.

## II. THE PROJECT AND THE RESPONSIBILITIES OF THE PARTIES

### A. PROJECT PLAN

1. The proceeds of this Grant are to be used solely for the Project, which is described in the Project Plan (hereinafter the "Project Plan"), attached hereto as Exhibit "A." The Project Plan contains a detailed description of the nature and scope of the Project, and may be subsequently amended or revised as the Project proceeds, in accordance with the provisions of this Agreement.
2. If it is determined that the Project Plan needs to be amended or revised after the execution of this Agreement, the County and the Grantee must agree on any changes to the proposed new Project Plan before it can be approved. Copies of the agreed-upon amended or revised Project Plan shall be provided to the County and the Grantee pursuant to the notice provisions of Section IV of this Agreement.
3. The Grantee agrees to take "before and after" photographs of the Project and shall provide copies of all photographs to the County as soon as they are produced.

### B. DUTIES/REPRESENTATIONS OF THE COUNTY

1. Subject to the availability of funds, the County shall obligate sufficient funds to cover a portion of the Project's implementation costs, in Program funds.

2. The County shall coordinate with and regularly meet with the Grantee to review and ensure the progress and level of completeness of the Project.

#### C. DUTIES/REPRESENTATIONS OF THE GRANTEE

1. This Grant has been awarded to the Grantee by Oneida County for the implementation of an approved Project under the Grant Program.
2. The Grantee's Project eligible for funding shall be implemented according to the budget and time schedule identified in the application received by the County, as shown in the Project Plan, attached hereto as Exhibit "A."
3. Once this Agreement is signed, the Grantee will not be allowed to make changes in the Project to be implemented under this Agreement without technical justification provided by the Grantee's project designer, and subsequent approval, in writing, of the County.
4. The Grantee shall be responsible for the administration, supervision, management and Project oversight that may be required for the work performed under this Grant.
5. The Grantee shall ensure that all costs incurred during or as a result of this Project shall be approved costs as more fully described in Section V of this Agreement.
6. The Grantee shall comply with all federal, state and local laws and regulations and will obtain any site-specific permits required.
7. The Grantee will work to ensure that easements from any private property owners within the scope of the Project are secured prior to the execution of this Agreement. The easements shall be in favor of the Grantee, shall refer to the Project with specificity, and shall be either permanent or for a minimum period of thirty (30) years from the date of execution. Copies of executed easements shall be provided to the County. By executing this Agreement, the Grantee hereby covenants that all easements for privately-owned land within the scope of the Project have been obtained.
8. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any easements that have been obtained or were not obtained by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below

9. The Grantee shall take all necessary and reasonable actions to dispose of all issues arising from any subcontracts between the Grantee and any subcontractors engaged in connection with the Project. This includes, but is not limited to, disputes, claims and lawsuits.
10. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any subcontracts signed by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below.
11. The Grantee will allow access to the County or their representatives to enter onto the Project location to inspect and observe the progress or work of the Project.
12. The Grantee shall allow reasonable access to the County or their representatives, to inspect, review and/or photocopy any and all documents, reports, financial data or any other records associated with the Project, and shall provide copies of same upon request by the County.
13. Upon completion of the Project, the Grantee will obtain certification from the County that the completed Project meets the applicable standards and specifications set forth in the Project Plan. The Grantee shall also properly document all eligible costs, and shall submit such proper documentation to the County for reimbursement.
14. The Grantee shall provide a local match to the cost of the Project. The Grantee's share may be provided in cash, other funding sources or in-kind services contribution (with prior approval, as referenced above).
15. The Grantee will indemnify, hold harmless and defend the County for any damages, injuries, liabilities, deaths, or other unfortunate circumstances that arise from the installation, operation or equipment damages associated with this Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below.

#### D. TERMINATION AT REQUEST OF GRANTEE

The County may terminate this Agreement immediately upon notification by the Grantee that the Grantee no longer wishes to proceed with the Project. The Agreement shall be terminated only if:

1. No funds for the Project have been spent; or
2. Some funds for the Project have been spent and the participants agree to repay all of the Grant funding earned already disbursed to the Grantee; or
3. For cause, upon twenty-four (24) hours written notice to the Grantee, in conformance with the notice provisions contained in Section IV of this Agreement; or
4. Without cause, upon thirty (30) days written notice to the Grantee in conformance with the notice provisions contained in Section IV of this Agreement.

### III. ACKNOWLEDGMENTS

- A. The Grantee agrees to acknowledge the County's financial support for the Project. Any statement, press release, bid, solicitation, or other document issued describing the Project shall include information reflecting that County funds were used to support the Project and will contain the following language:

“This Project is made possible in part by a grant provided by the County of Oneida, through an appropriation by the Oneida County Board of Legislators. “

- B. Any site developed or improved by the Project shall display a sign, in a form approved by the County, stating the same information.

### IV. CONTACT PERSONS

- A. Any notice which any party may desire or is required at any time to give or have served upon another may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the representatives identified in this section, or to such other individuals or addresses as shall have been last furnished in writing by one party to the others. No change of designated representative or address shall be deemed sufficient unless the party making the change has provided notice to the other party.
- B. The County's authorized representative for the purpose of administration of this Grant Program is:

Kristin E. Campbell, AICP , Principal Planner  
Oneida County Planning Department  
321 Main Street, Union Station



Utica, NY 13501  
Phone (315) 798-5710  
Fax (315) 798-5852

C. The Grantee's authorized representative for the Grant Program is:

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V. COSTS

A. ELIGIBLE COSTS: Eligible costs are those costs directly incurred by the Grantee that are solely related to and necessary for producing the work products described in the Project Plan. Eligible costs may include the following:

1. Advertising costs for bids and proposals;
2. Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Project Plan;
3. Materials & supplies;
4. Architectural and engineering services;
5. Construction management and inspection services;
6. Surveys and soil borings;
7. Actual construction of the Project; or
8. Certain other types of costs may be eligible provided that they
  - a. Are directly incurred by the Grantee; and

- b. Are solely related to, and necessary for, producing the work products described in the Project Plan; and
  - c. Have prior written approval of the County.
9. Any cost not defined as an eligible cost or not included in the Project Plan shall not be paid from County Grant funds committed to the Project.
- B. NON-ELIGIBLE COSTS: Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:
1. Any costs incurred before the effective date of this Grant;
  2. Fund raising;
  3. Taxes, except sales tax on goods and services;
  4. Insurance, except title insurance;
  5. Attorney fees; except for acquisition and clearing title to land;
  6. Loans, grants, or subsidies to persons or entities for development;
  7. Bad debts or contingency funds;
  8. Interest;
  9. Lobbyists; and
  10. Political contributions.

## VI. PAYMENT OF GRANT MONIES

- A. REIMBURSEMENT: To obtain reimbursement for eligible costs under this Grant, the Grantee shall provide the County with invoices and evidence that the portion of the Project for which payment is requested has been satisfactorily completed. All invoices shall be sent to the representatives designated in Section IV herein above. The Grantee shall submit invoices and evidence that any and all advance payments have been spent prior to

requesting additional payments by the County. Invoices will be submitted for double the amount and should differentiate, when applicable, between the County and local share of the Project costs. No facsimiles will be accepted. Invoices must be received by the County within sixty (60) days after the completion of the Project or the expiration of this Grant as set forth in Section XI herein below, whichever occurs first. Invoices received after that date will not be eligible for reimbursement. The County's authorized representative has final authority for acceptance of Grantee's services, determination as to whether the expenditures are eligible for reimbursement under this Grant, and verification of the total amount requested. The Grantee shall not receive payment for work found by the County, in its sole discretion to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations. No more than ninety (90) percent of the County's share of the cost shall be paid by the County until the County has determined that the Grantee has satisfactorily fulfilled all of the terms of this Grant. The Grantee shall arrange for a tour of the Project areas prior to release of the final ten (10) percent of the funds.

- B. **ADVANCEMENT:** Under this Grant, the County agrees to advance up to fifty (50%) percent, or ninety-one thousand, two hundred and fifty dollars (\$91,250.00) of the Grant to the Grantee upon this Grant becoming effective pursuant to the terms contained in Section XI herein below. The Grantee shall subsequently provide invoices and evidence justifying its expenditure of that amount. Any portion of that amount which is either not spent or constitutes a non-eligible cost shall be returned to the County. Monies advanced under this Agreement must not be placed in an interest-bearing account.

## VII. ACCOUNTING AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Grant to the extent and in such detail that will accurately reflect the total cost of the Project. The Grantee shall use generally accepted accounting principles. All records shall be retained for five (5) years after completion of the Project. The County or their representatives, shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the Grant.

## VIII. INDEMNIFICATION

- A. To the fullest extent permitted by applicable law, the Grantee (the "Indemnifying Party") shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and

disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Grantee's authorized personnel) arising out of or in connection with the exercise by Grantee or any of Grantee's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

## IX. INSURANCE REQUIREMENTS

- A. The Grantee shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
  1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
    - a. CGL coverage shall be written on ISO occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
    - b. The County (for purposes of this form, specifically named as "Oneida County"), and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
  2. Workers Compensation and Employers Liability
    - a. Statutory limits apply.
  3. Automobile Liability
    - a. Business auto liability with limits of at least \$1,000,000 each accident.

- b. Business auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - c. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
4. Commercial Umbrella
- a. Umbrella limits must be not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
  - b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
  - c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
- B. Waiver of Subrogation: the Grantee waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or workers compensation and employers liability insurance maintained per requirements stated above.
- C. Certificates of Insurance: Prior to the start of any work, the Grantee shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Grantee's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

## X. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

## XI. TERM

- A. EFFECTIVE DATE: This Grant shall become legally effective upon such date as this Agreement is executed by the Oneida County Executive or his designee and shall remain in effect until December 31, 2025, or until all obligations set forth in this Grant have been satisfactorily fulfilled, whichever occurs first.
- B. TERMINATION: This Grant may be terminated by the County or the Grantee at any time with or without cause upon thirty (30) days written notice to the other parties. In the event of such a cancellation, the Grantee shall be entitled to payment determined on a pro-rata basis for work or services satisfactorily performed.

XII. ASSIGNMENT:

- A. The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the County.

XIII. RESILIENCY AND FEDERAL FUNDING ELGIBILITY

A. RESILIENCY AND RESILIENCE PROJECTS

1. The Grantee hereby acknowledges that it understands that only projects involving “resiliency” actions shall be eligible for Grants under this Agreement.
2. For the purposes of this Agreement, “Resiliency” shall refer to those projects involving reducing or eliminating potential losses by breaking the cycle of damage, reconstruction, and repeated damage. Examples of resilience-based mitigation measures are: community-wide risk reduction projects; efforts to improve the resilience of critical infrastructure and key resource lifelines; reducing vulnerabilities from natural hazards, climate change, or acts of terrorism; and initiatives that reduce future risks after a disaster has occurred.
3. The Grantee hereby acknowledges and agrees that no Program funds may be used to repair any previously-damaged infrastructure, or to restore any infrastructure to its pre-storm condition.

B. FEDERAL FUNDING ELIGIBILITY

1. It is understood and agreed by the Parties hereto that the main purpose of the Grant Program undertaken by the County is to provide Grants to municipalities for mitigation efforts that may not otherwise be eligible for federal assistance, specifically grants or reimbursements from the Federal Emergency Management Agency (FEMA).

2. The Grantee hereby acknowledges that it understands that if a Project is undertaken under this Grant Program, the acceptance of Grant Funds from this Grant Program will affect any future eligibility for federal assistance under the Stafford Act, 42 U.S.C. 5121, *et seq.*

#### XIV. EXECUTORY NATURE OF AGREEMENT

- A. It is understood and agreed by all parties, that this Grant is funded through the Grant Program, and if, at any time, the Grant Program terminates, Program funds become unavailable or are exhausted, or the Grant Program expires through act of law or otherwise, the funding for this Agreement shall likewise terminate. Should the Grant Program expire or the Grant Program funding become unavailable, the County shall be under no obligation to make any further payments under this Agreement. All parties' obligations to the others under this Agreement shall terminate, effective immediately, upon notification of the termination of the Grant Program or the unavailability of the Grant Funds.

#### XV. ENTIRE AGREEMENT:

- A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions).
- B. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

COUNTY OF ONEIDA

BY: \_\_\_\_\_  
**ANTHONY J. PICENTE, JR.**  
**Oneida County Executive**

VILLAGE OF WATERVILLE

By: \_\_\_\_\_  
**RUBEN OSTRANDER**  
**Mayor**

**Approved**

\_\_\_\_\_  
Robert E Pronteau  
Oneida County Attorney



**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and

- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.



6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the "use of tobacco" shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;  
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

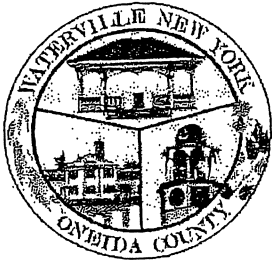
d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Exhibit A





# Village of Waterville

---

122 Burton Avenue  
Waterville, NY 13480  
PH 315-841-4221  
Fax 315-841-8007

August 26, 2020

Please find enclosed an Oneida County Flood Mitigation Grant Application, from the Village of Waterville.

1. Grant Application
2. Brief description of work that needs to be done.
3. Budget description
4. A few pictures of some of the many areas that need addressing
5. Maps of the areas in question. Maps are highlighted in blue to show you were we are looking for the help with.

Feel free to contact my self or Village Mayor if you have any question.

Anthony (Jamie) Bechy  
Public Works Superintendent  
315-271-5290 Cell #

Ruben Ostrander  
Village of Waterville Mayor  
315-525-7832 Cell #

*Mayor – Ruben Ostrander  
Clerk-Treasurer – Gayle Barnes  
DPW Superintendent – Jamie Bechy  
Wastewater Operator – Mike Kelly*

*Trustees – Laurie Fuess  
Brian Bogan  
Doug Plourde  
Dan Nichols*



County Executive Anthony J. Picente, Jr.  
800 Park Avenue • Utica, New York 13501

# Oneida County Flood Mitigation Grant Program Application

## Applicant Information

1. Municipality:

Village of Waterville

2. Name of Chief Elected Official:

Ruben Ostrander

3. Primary Contact and Title:

Anthony (Jamie) Bechy Public Works Superintendent

4. Mailing Address

122 Barton Ave.  
Waterville, NY 13480

5. Email Address

dpwjbechy@villageofwaterville.org

6. Phone Number

315-271-5290

7. Federal Employer ID Number (EIN):

15-6001397

## Project Information

1. Project Name:

Big Creek

2. Amount Requested:

\$187,500.00

2a. Total Project Cost:

\$250,000.00

3. Location:

Many spots along Big Creek

4. Tax Parcel ID Number(s):

5. Brief Description of Project Type: (i.e. stream stabilization, box culvert righting, updating zoning)

See Sheets attached

## Project Information Continued

6. Project Start Date:

ASAP

7. Estimated Duration of Construction:

UN known

8. Is the Project Located On: Public  or Private Land  ? (check one)

9. Does Applicant Own  or have Easement  ? (check one)

10. Have there been Repetitive Losses/Repairs at this Location? Yes  or No  (check one)

11. Affected Waterbodies:

Big Creek

12. List Required Permits:

DEC  
Fish and Wildlife

## Supporting Documents

- ◊ Brief narrative describing existing conditions and how this might be improved with a resiliency project
- ◊ Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing
- ◊ Photographs of the project site
- ◊ Location maps
- ◊ Budget including narrative that describes sources of matching funds

## Budget

Please use the form below as a template for the proposed project budget.

Budget Categories	Grant Funds Requested	Match Funds*	Total
Personnel			
Salary			
Fringe			
Contractual			
Equipment	\$178,500.00	\$59,500.00	\$238,000.00
Engineering	\$9,000.00	\$3,000.00	\$12,000.00
Supplies			
Other			
<b>Total</b>	<b>\$187,500.00</b>	<b>\$62,500.00</b>	<b>\$250,000.00</b>

## Match Funds

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personal & fringe benefits
- Equipment used on the project (using FEMA's schedule of equipment rates)
- Engineering fees
- Supplies
- Other costs associated with project

Brief Description of Source of Match Funds	Amount
Village Budget	\$62,500.00
Possibility of In kind service	
Total	\$ 62,500.00

Please return application and supporting materials to:

Oneida County Department of Planning

Boehlert Center @ Union Station

321 Main St. 3rd Floor

Utica, NY 13501

For questions, call (315) 798-5710 or email [planning@ocgov.net](mailto:planning@ocgov.net)



# Village of Waterville

122 Barton Avenue  
Waterville, NY 13480  
PH 315-841-4221  
Fax 315-841-8007

August 25, 2020

Dear Sirs or Madams:

The Village of Waterville is applying for this grant to help with some of the debris removal, bank stabilization and if any leftover funds would be put towards engineering to bring this stream back up to where it should be. The October 31, 2019 rain event has washed down many trees washed out lots of sediment and caused havoc with multiple locations from Elmwood Ave. to Rt. 315 and from Osborne Ave. in the Town of Sangerfield to Rt. 12 Main St. in the Village of Waterville and from Main St to 1659 St. Rt. 315 in the Town of Marshall. This is about a 3 mile stretch that I would like to address and get started on. The creek in question is labeled as Big Creek.

With the rain event of October 31, 2019. Many residents of the Village of Waterville, Town of Sangerfield along with Town of Marshall had the lands behind their homes washed out and flooded back yards. If something is not done it could create more damage and possible lost of a home. In the event that we could get another large rain event in the future. We did receive a smaller event of 3.5" of rain and we have noticed many more trees down across the creek bed.

The Village would like to coordinate and hire some outside contractors to come in and remove the debris that has washed into the creek. I feel that you have to remove the debris in order to see how bad the creek has washed and allow us to get a better assessment of the streams path, were it was compared to where it's running now.

We can have crews come in with excavators to remove the wood and down trees. Then we can have crews come in and load out the debris and haul to a off site location to have some other crews come in and set up a tub grinder and have the removed debris ground up and turned into mulch that could be given away to tax payers. The Village or town's do not have the resources or equipment to tackle this project.

I'm requesting the amount of \$250,000.00 for the initial start of this project. The Village of Waterville had a board meeting on August 24, 2020. The board agreed to take out of our budget the 25% match that is required, \$62,500.00, and if able we could off set some of the 25% by in kind services. That would be determined as the project goes on.

I have enclosed 3 maps, the blue line drawn into them shows areas that I'm talking about.

Sincerely

Anthony (Jamie) Bechy  
Public Works Superintendent

Mayor - Ruben Ostrander  
Clerk-Treasurer - Gayle Barnes  
DPW Superintendent - Jamie Bechy  
Wastewater Operator - Mike Kelly

Trustees - Laurie Fuess  
Brian Bogan  
Doug Plourde  
Dan Nichols



# Village of Waterville

122 Barton Avenue  
Waterville, NY 13480  
PH 315-841-4221  
Fax 315-841-8007

## BUDGET

We can get an excavator and operator for \$1000.00 Per day from 2 different companies. So total of \$2000.00 per day and \$10,000.00 per week.

We are talking a 3 mile stretch so at this time not sure how long it would take to remove the debris with in that stretch.

We can get 60 cy trucks and operator at a cost of \$2300.00 per day and \$11,500.00 per week to load out the debris to move to an offsite location.

We can get a tub grinder with operator for a cost of \$3,600.00 per day and \$18,000.00 per week. Along with \$1500.00 to move tub grinder to site.

So, at this time I don't have a bottom-line price on how much this would all cost. We are talking a 3 mile stretch with lots of debris and sedimentation. Based on the numbers above if I was to guess on the time needed in the creek to remove debris and temporarily stabilize some banks.

2 excavators in creek w/operator is \$2000.00 per day \$10,000.00 per week and estimate of 6 weeks is \$60,000.00

1 60cy truck and operator is \$2,300.00 per day \$11,500.00 per week at 6 weeks its \$ 69,000.00.

1 tub grinder w/operator is \$3,600.00 per day \$18,000.00 per week and \$108,000.00 for 6 weeks.

Plus, there is a \$1,500.00 mobilization fee. So, if you add them all up you are looking at \$238,000.00.

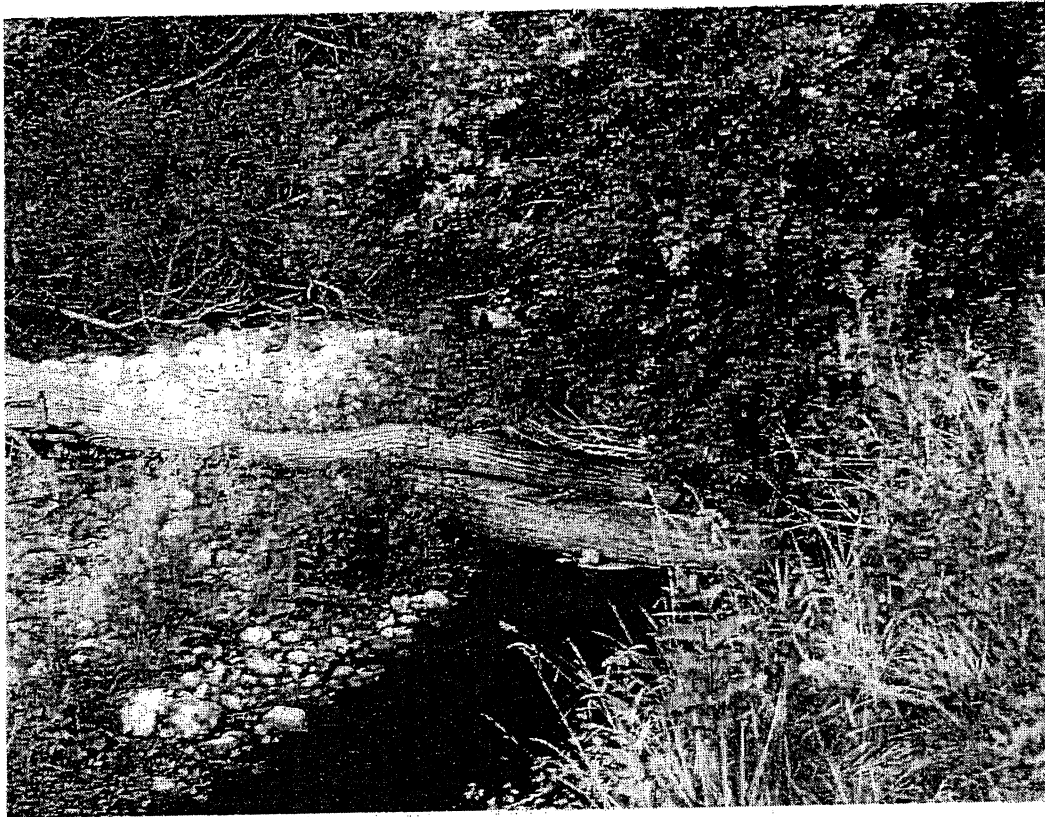
Again, I'm guessing that it will take 6 weeks to get done. With the village taking the project on we have to require the work be done at state rate.

The \$12,000.00 that is un accounted for can be used towards engineering or any other odds and end things that pop up.

Oneida County	\$187,500.00
Village of Waterville	\$ 62,500.00
Total	\$ 250,000.00

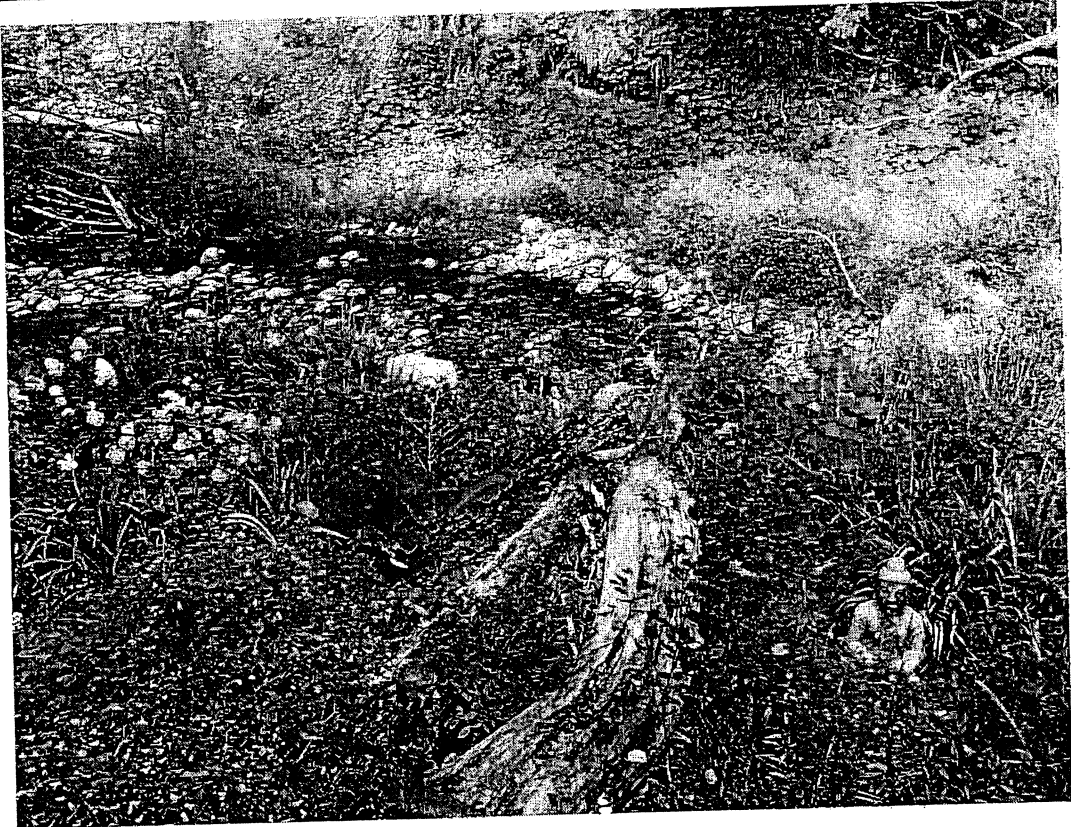
Mayor - Ruben Ostrander  
Clerk-Treasurer - Gayle Barnes  
DPW Superintendent - Jamie Bechy  
Wastewater Operator - Mike Kelly

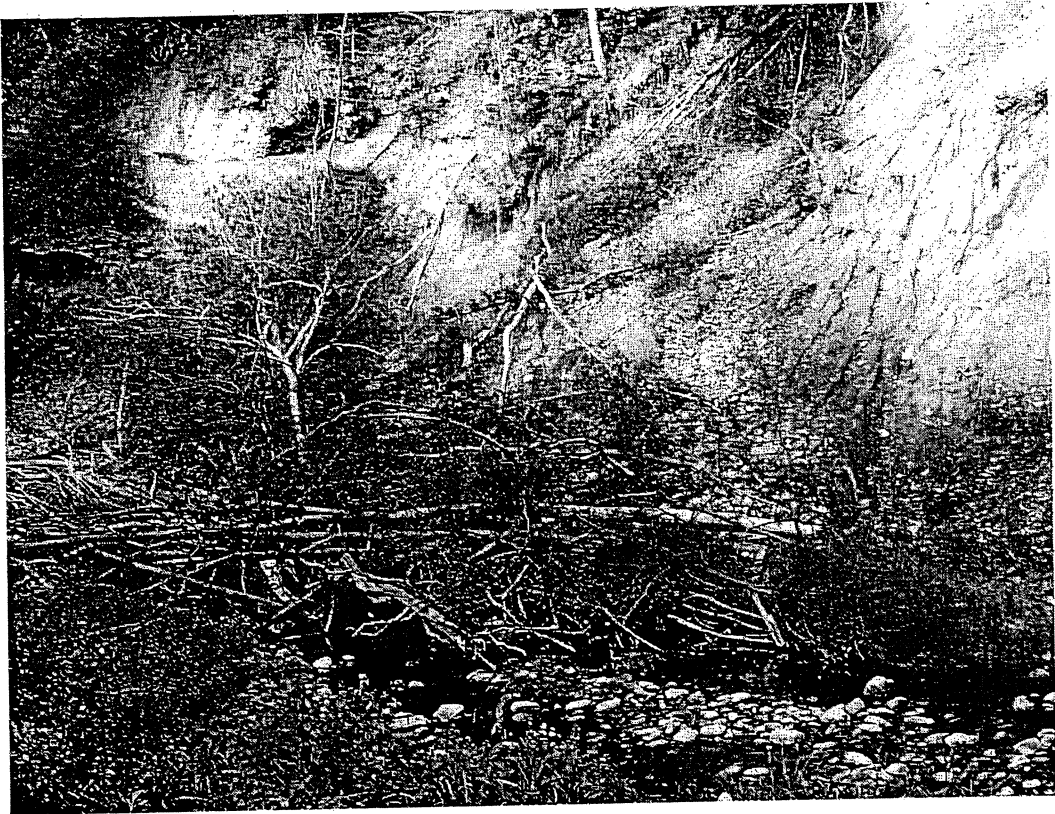
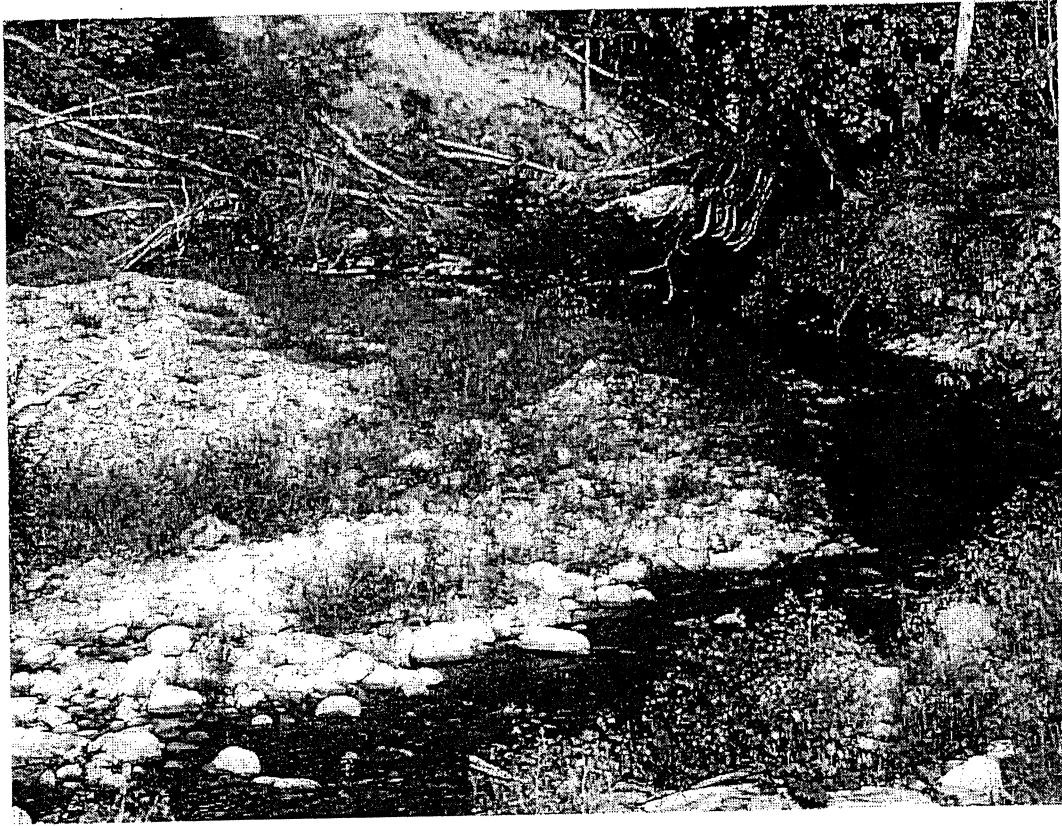
Trustees - Laurie Fuess  
Brian Bogan  
Doug Plourde  
Dan Nichols

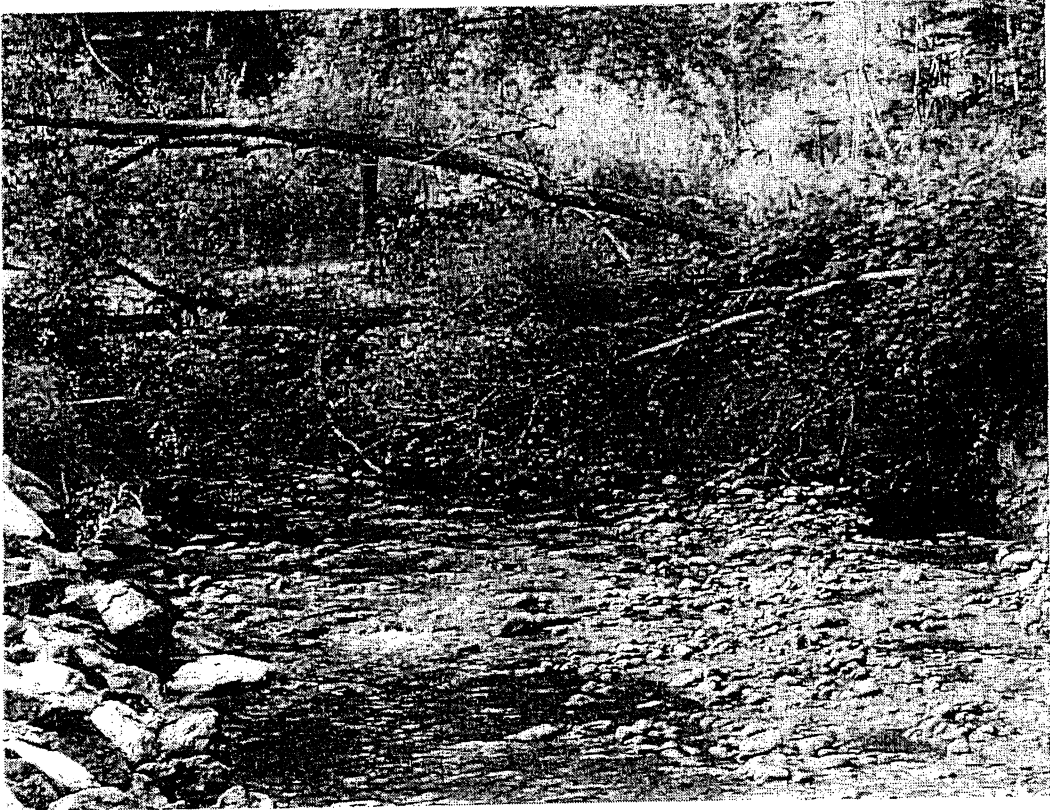










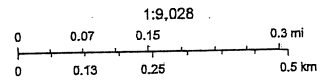


Arbuis Web Map



8/27/2020, 3:39:18 PM

911 Roads



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

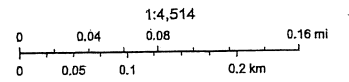
Area in question is highlighted in Blue



ARCGIS web map



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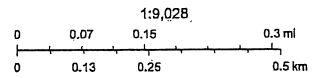
area in question is highlighted in Blue

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

ArcGIS Web Map



8/27/2020, 3:05:56 PM



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

*Area in question is highlighted in Blue*

Web AppBuilder for ArcGIS



ONEIDA COUNTY  
DEPARTMENT OF PLANNING

Boehlert Center at Union Station  
321 Main St., Utica NY 13501  
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.  
County Executive

JAMES J. GENOVESE, II  
Commissioner

August 11, 2021

FN 20 21-245

Anthony J. Picente, Jr.  
County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

**PUBLIC WORKS**

**WAYS & MEANS**

Re: Oneida County Flood Mitigation Grant Program

Dear County Executive Picente:

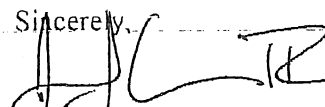
As you are aware, the County authorized \$2 million to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address weaknesses within the existing stormwater infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program. Several municipalities within Oneida County, including the Town of Marshall, Town of Kirkland, Village of Waterville, Town of Whitestown, and the Sauquoit Creek Basin Intermunicipal Commission (SCBIC) are requesting funds for projects intended to mitigate or reduce the risk of flooding in their community.

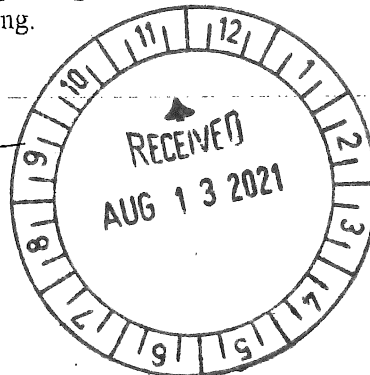
The project, the municipalities, and the total amount requested are listed below. The total amount requested by Oneida County is \$1,102,161.00.

<u>Municipality</u>	<u>Project</u>	<u>Cost</u>
Town of Marshall	Big Creek Stream Bank Stabilization	\$300,000.00
Town of Kirkland	Arrowhead Way Drainage Improvements	\$32,161.00
Village of Waterville	Big Creek Debris Removal and Bank Stabilization	\$182,500.00
Town of Whitestown	Sauquoit Creek Bank Stabilization/Floodplain Bench	\$400,000.00
SCBIC	Hydraulic Modeling and Conceptual Design	\$187,500.00

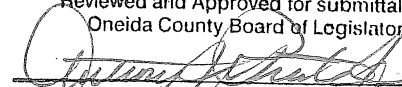
These projects are time-sensitive and the upstate New York construction season is limited. The distribution of the Flood Mitigation monies and the implementation of these projects will be accomplished through the execution of contracts between the County and several local municipalities.

Should the requests herein meet with your approval, I respectfully request that you forward this letter and flood mitigation grant agreement to the Board of Legislators for their consideration and approval at their next meeting.

Sincerely,  
  
James J. Genovese II  
Commissioner of Planning



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

  
Anthony J. Picente, Jr.  
County Executive

Date 8-12-21

Oneida Co. Department: Planning

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Town of Kirkland  
3701 State Rt. 12B  
Clinton, New York 13323

**Title of Activity or Service:** This agreement is between Oneida County and the Town of Kirkland for a drainage improvement project awarded funds from the Oneida County Flood Mitigation Grant Program for flood mitigation projects in Oneida County.

**Proposed Dates of Operation:** Upon execution – Completion of Project  
Anticipated (December 31, 2025)

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

1) **Narrative Description of Proposed Services:** The award of \$32,161.00 for a drainage improvement project for the Arrowhead Way neighborhood in the Town of Kirkland that is repeatedly impacted by flooding.

2) **Program/Service Objectives and Outcomes:** Flood Mitigation

3) **Program Design and Staffing:**

**Total Funding Requested:** \$32,161.00                      **Account # H562**

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County \$32,161/ Local \$32,161

**Cost Per Client Served:** N/A

**Past Performance Data:** Oneida County has successfully partnered with the Town of Kirkland on prior projects, with excellent results.

**O.C. Department Staff Comments:** N/A



FLOOD MITIGATION GRANT AGREEMENT BETWEEN

ONEIDA COUNTY

AND

THE TOWN OF KIRKLAND

THIS GRANT AGREEMENT (hereinafter "Agreement") is made between the County of Oneida, a municipal corporation organized and existing under the laws of the state of New York, with its principal place of business located at 800 Park Ave., Utica, New York 13501 (hereinafter the "County"), and the Town of Kirkland, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at 3701 State Rte 12B, Clinton, New York (hereinafter the "Grantee").

WHEREAS, the July 1, 2017 storm caused significant damage within the County as a result of flooding brought on by record amounts of rainfall. This damage exposed many weaknesses throughout the County in the ability of the existing storm water infrastructure to handle very heavy amounts of rainfall; and

WHEREAS, the County has authorized a certain amount of money to be utilized for flood mitigation grants to municipalities within Oneida County to plan and implement resiliency-based flood mitigation measures to address potential weaknesses within the existing storm water infrastructure, the program designated as the Oneida County Flood Mitigation Grant Program (hereinafter the "Grant Program"); and

WHEREAS, the Grantee has submitted an application to the County for a Flood Mitigation Grant (hereinafter "Grant"), and said application has been reviewed and approved; and

WHEREAS, the County has determined that the Grantee should receive such flood mitigation assistance; and

WHEREAS, the Grantee represents that it is duly qualified and willing to perform the services set forth herein.

NOW THEREFORE, it is agreed between the County and the Grantee as follows:

I. AMOUNT OF GRANT

A. The total amount of the Grant shall not exceed thirty-two thousand, one hundred and sixty-one dollars. (\$32,161.00).

B. COUNTY SHARE

1. The County shall award the Grantee \$32,161.00 towards the total costs of the approved Project as identified in Section II (hereinafter the "Project"). The total obligation of the County for all compensation and reimbursements to Grantee under this Grant shall not exceed thirty-two thousand, one hundred and sixty-one dollars (\$32,161.00).
  2. Disbursement shall be made by the County to the Grantee in accordance with the procedures outlined in Section VI, below.
- C. GRANTEE SHARE: The Grantee is required to match a portion of the County share of the costs of the Project. In-kind services by the Grantee can constitute all or part of the Grantee's required share of costs provided that proper documentation of the in-kind services is provided to, and approved by, the County, at their discretion. Prior approval for the use of in-kind services must be received by the Grantee prior to this Agreement being executed.

## II. THE PROJECT AND THE RESPONSIBILITIES OF THE PARTIES

### A. PROJECT PLAN

1. The proceeds of this Grant are to be used solely for the Project, which is described in the Project Plan (hereinafter the "Project Plan"), attached hereto as Exhibit "A." The Project Plan contains a detailed description of the nature and scope of the Project, and may be subsequently amended or revised as the Project proceeds, in accordance with the provisions of this Agreement.
2. If it is determined that the Project Plan needs to be amended or revised after the execution of this Agreement, the County and the Grantee must agree on any changes to the proposed new Project Plan before it can be approved. Copies of the agreed-upon amended or revised Project Plan shall be provided to the County and the Grantee pursuant to the notice provisions of Section IV of this Agreement.
3. The Grantee agrees to take "before and after" photographs of the Project and shall provide copies of all photographs to the County as soon as they are produced.

### B. DUTIES/REPRESENTATIONS OF THE COUNTY

1. Subject to the availability of funds, the County shall obligate sufficient funds to cover a portion of the Project's implementation costs, in Program funds.

2. The County shall coordinate with and regularly meet with the Grantee to review and ensure the progress and level of completeness of the Project.

#### C. DUTIES/REPRESENTATIONS OF THE GRANTEE

1. This Grant has been awarded to the Grantee by Oneida County for the implementation of an approved Project under the Grant Program.
2. The Grantee's Project eligible for funding shall be implemented according to the budget and time schedule identified in the application received by the County, as shown in the Project Plan, attached hereto as Exhibit "A."
3. Once this Agreement is signed, the Grantee will not be allowed to make changes in the Project to be implemented under this Agreement without technical justification provided by the Grantee's project designer, and subsequent approval, in writing, of the County.
4. The Grantee shall be responsible for the administration, supervision, management and Project oversight that may be required for the work performed under this Grant.
5. The Grantee shall ensure that all costs incurred during or as a result of this Project shall be approved costs as more fully described in Section V of this Agreement.
6. The Grantee shall comply with all federal, state and local laws and regulations and will obtain any site-specific permits required.
7. The Grantee will work to ensure that easements from any private property owners within the scope of the Project are secured prior to the execution of this Agreement. The easements shall be in favor of the Grantee, shall refer to the Project with specificity, and shall be either permanent or for a minimum period of thirty (30) years from the date of execution. Copies of executed easements shall be provided to the County. By executing this Agreement, the Grantee hereby covenants that all easements for privately-owned land within the scope of the Project have been obtained.
8. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any easements that have been obtained or were not obtained by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below

9. The Grantee shall take all necessary and reasonable actions to dispose of all issues arising from any subcontracts between the Grantee and any subcontractors engaged in connection with the Project. This includes, but is not limited to, disputes, claims and lawsuits.
10. The Grantee agrees to indemnify, hold harmless and defend the County from any and all claims arising from or in connection with any subcontracts signed by the Grantee with respect to the Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below.
11. The Grantee will allow access to the County or their representatives to enter onto the Project location to inspect and observe the progress or work of the Project.
12. The Grantee shall allow reasonable access to the County or their representatives, to inspect, review and/or photocopy any and all documents, reports, financial data or any other records associated with the Project, and shall provide copies of same upon request by the County.
13. Upon completion of the Project, the Grantee will obtain certification from the County that the completed Project meets the applicable standards and specifications set forth in the Project Plan. The Grantee shall also properly document all eligible costs, and shall submit such proper documentation to the County for reimbursement.
14. The Grantee shall provide a local match to the cost of the Project. The Grantee's share may be provided in cash, other funding sources or in-kind services contribution (with prior approval, as referenced above).
15. The Grantee will indemnify, hold harmless and defend the County for any damages, injuries, liabilities, deaths, or other unfortunate circumstances that arise from the installation, operation or equipment damages associated with this Project. This indemnification is in addition to any hold harmless requirements imposed upon the Grantee in Section VII, below.

#### D. TERMINATION AT REQUEST OF GRANTEE

The County may terminate this Agreement immediately upon notification by the Grantee that the Grantee no longer wishes to proceed with the Project. The Agreement shall be terminated only if:

1. No funds for the Project have been spent; or
2. Some funds for the Project have been spent and the participants agree to repay all of the Grant funding earned already disbursed to the Grantee; or
3. For cause, upon twenty-four (24) hours written notice to the Grantee, in conformance with the notice provisions contained in Section IV of this Agreement; or
4. Without cause, upon thirty (30) days written notice to the Grantee in conformance with the notice provisions contained in Section IV of this Agreement.

### III. ACKNOWLEDGMENTS

- A. The Grantee agrees to acknowledge the County's financial support for the Project. Any statement, press release, bid, solicitation, or other document issued describing the Project shall provide information reflecting that County funds were used to support the Project and will contain the following language:

“This Project is made possible in part by a grant provided by the County of Oneida, through an appropriation by the Oneida County Board of Legislators. “

- B. Any site developed or improved by the Project shall display a sign, in a form approved by the County, stating the same information.

### IV. CONTACT PERSONS

- A. Any notice which any party may desire or is required at any time to give or have served upon another may be delivered personally, or be sent by United States mail, postage prepaid, addressed to the representatives identified in this section, or to such other individuals or addresses as shall have been last furnished in writing by one party to the others. No change of designated representative or address shall be deemed sufficient unless the party making the change has provided notice to the other party.
- B. The County's authorized representative for the purpose of administration of this Grant Program is:

Kristin E. Campbell, AICP , Principal Planner  
Oneida County Planning Department

321 Main Street, Union Station  
Utica, NY 13501  
Phone (315) 798-5710  
Fax (315) 798-5852

C. The Grantee's authorized representative for the Grant Program is:

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V. COSTS

A. ELIGIBLE COSTS: Eligible costs are those costs directly incurred by the Grantee that are solely related to and necessary for producing the work products described in the Project Plan. Eligible costs may include the following:

1. Advertising costs for bids and proposals;
2. Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Project Plan;
3. Materials & supplies;
4. Architectural and engineering services;
5. Construction management and inspection services;
6. Surveys and soil borings;
7. Actual construction of the Project; or
8. Certain other types of costs may be eligible provided that they

- a. Are directly incurred by the Grantee; and
  - b. Are solely related to, and necessary for, producing the work products described in the Project Plan; and
  - c. Have been previously approved by the County in writing.
9. Any cost not defined as an eligible cost or not included in the Project Plan shall not be paid from County Grant funds committed to the Project.
- B. NON-ELIGIBLE COSTS: Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:
1. Any costs incurred before the effective date of this Grant;
  2. Fund raising;
  3. Taxes, except sales tax on goods and services;
  4. Insurance, except title insurance;
  5. Attorney fees; except for acquisition and clearing title to land;
  6. Loans, grants, or subsidies to persons or entities for development;
  7. Bad debts or contingency funds;
  8. Interest;
  9. Lobbyists; and
  10. Political contributions.

## VI. PAYMENT OF GRANT MONIES

- A. REIMBURSEMENT: To obtain reimbursement for eligible costs under this Grant, the Grantee shall provide the County with invoices and evidence that the portion of the Project for which payment is requested has been satisfactorily completed. All invoices shall be sent to the representative(s) designated in Section IV herein above. The Grantee shall

submit invoices and evidence that any and all advance payments have been spent prior to requesting additional payments by the County. Invoices will be submitted for double the amount and should differentiate, when applicable, between the County and local share of the Project costs. No facsimiles will be accepted. Invoices must be received by the County within sixty (60) days after the completion of the Project or the expiration of this Grant as set forth in Section XI herein below, whichever occurs first. Invoices received after that date will not be eligible for reimbursement. The County's authorized representative has final authority for acceptance of Grantee's services, determination as to whether the expenditures are eligible for reimbursement under this Grant, and verification of the total amount requested. The Grantee shall not receive payment for work found by the County, in its sole discretion to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations. No more than ninety (90) percent of the County's share of the cost shall be paid by the County until the County has determined that the Grantee has satisfactorily fulfilled all of the terms of this Grant. The Grantee shall arrange for a tour of the Project areas prior to release of the final ten (10) percent of the funds.

- B. **ADVANCEMENT:** Under this Grant, the County agrees to advance up to fifty (50%) percent, or sixteen thousand, eighty dollars and fifty cents (\$16,080.50) of the Grant to the Grantee upon this Grant becoming effective pursuant to the terms contained in Section XI herein below. The Grantee shall subsequently provide invoices and evidence justifying its expenditure of that amount. Any portion of that amount which is either not spent or constitutes a non-eligible cost shall be returned to the County. Monies advanced under this Agreement must not be placed in an interest-bearing account.

## VII. ACCOUNTING AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Grant to the extent and in such detail that will accurately reflect the total cost of the Project. The Grantee shall use generally accepted accounting principles. All records shall be retained for five (5) years after completion of the Project. The County or their representatives shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the Grant.

## VIII. INDEMNIFICATION

- A. To the fullest extent permitted by applicable law, the Grantee (the "Indemnifying Party") shall indemnify and hold harmless, and at the County's option, defend, the County, and/or its officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs,



expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party caused by any negligent act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees (including Grantee's authorized personnel) arising out of or in connection with the exercise by Grantee or any of Grantee's authorized personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party.

## IX. INSURANCE REQUIREMENTS

- A. The Grantee shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.
1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
    - a. CGL coverage shall be written on ISO occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
    - b. The County (for purposes of this form, specifically named as "Oneida County"), and any other parties required by the County, shall be included as additional insureds. Coverage for the additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
  2. Workers Compensation and Employers Liability
    - a. Statutory limits apply.
  3. Automobile Liability
    - a. Business auto liability with limits of at least \$1,000,000 each accident.

- b. Business auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - c. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
4. Commercial Umbrella
- a. Umbrella limits must be not less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate.
  - b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
  - c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insureds.
- B. Waiver of Subrogation: the Grantee waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by CGL or workers compensation and employers liability insurance maintained per requirements stated above.
- C. Certificates of Insurance: Prior to the start of any work, the Grantee shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Grantee's CGL policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

## X. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

## XI. TERM

- A. EFFECTIVE DATE: This Grant shall become legally effective upon such date as this Agreement is executed by the Oneida County Executive or his designee and shall remain in effect until December 31, 2025, or until all obligations set forth in this Grant have been satisfactorily fulfilled, whichever occurs first.
- B. TERMINATION: This Grant may be terminated by the County or the Grantee at any time with or without cause upon thirty (30) days written notice to the other parties. In the event of such a cancellation, the Grantee shall be entitled to payment determined on a pro-rata basis for work or services satisfactorily performed.

## XII. ASSIGNMENT:

- A. The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the County.

## XIII. RESILIENCY AND FEDERAL FUNDING ELGIBILITY

### A. RESILIENCY AND RESILIENCE PROJECTS

1. The Grantee hereby acknowledges that it understands that only projects involving “resiliency” actions shall be eligible for Grants under this Agreement.
2. For the purposes of this Agreement, “Resiliency” shall refer to those projects involving reducing or eliminating potential losses by breaking the cycle of damage, reconstruction, and repeated damage. Examples of resilience-based mitigation measures are: community-wide risk reduction projects; efforts to improve the resilience of critical infrastructure and key resource lifelines; reducing vulnerabilities from natural hazards, climate change, or acts of terrorism; and initiatives that reduce future risks after a disaster has occurred.
3. The Grantee hereby acknowledges and agrees that no Program funds may be used to repair any previously-damaged infrastructure, or to restore any infrastructure to its pre-storm condition.

### B. FEDERAL FUNDING ELIGIBILITY

1. It is understood and agreed by the Parties hereto that the main purpose of the Grant Program undertaken by the County is to provide Grants to municipalities for mitigation efforts that may not otherwise be eligible for federal assistance, specifically grants or reimbursements from the Federal Emergency Management Agency (FEMA).

2. The Grantee hereby acknowledges that it understands that if a Project is undertaken under this Grant Program, the acceptance of Grant Funds from this Grant Program will affect any future eligibility for federal assistance under the Stafford Act, 42 U.S.C. 5121, *et seq.*

#### XIV. EXECUTORY NATURE OF AGREEMENT

- A. It is understood and agreed by all parties, that this Grant is funded through the Grant Program, and if, at any time, the Grant Program terminates, Program funds become unavailable or are exhausted, or the Grant Program expires through act of law or otherwise, the funding for this Agreement shall likewise terminate. Should the Grant Program expire or the Grant Program funding become unavailable, the County shall be under no obligation to make any further payments under this Agreement. All parties' obligations to the others under this Agreement shall terminate, effective immediately, upon notification of the termination of the Grant Program or the unavailability of the Grant Funds.

#### XV. ENTIRE AGREEMENT:

- A. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions).
- B. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

COUNTY OF ONEIDA

BY: \_\_\_\_\_  
**ANTHONY J. PICENTE, JR.**  
**Oneida County Executive**

TOWN OF KIRKLAND

By: \_\_\_\_\_  
**ROBERT J. MEELAN**  
**Town Supervisor**

**Approved**

\_\_\_\_\_  
**Robert E Pronteau**  
**Oneida County Attorney**

**ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS**

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;



- 2) The Contractor's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance program; and
- 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;

D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:

- 1) Abide by the terms of the statement; and

- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:

Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the

Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.



13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

a. For the purposes of this provision, the "use of tobacco" shall include:

- i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
- ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

b. For the purposes of this provision, "e-cigarette" shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

c. For the purposes of this provision, "on Oneida County property" shall be defined as:

i. Upon all real property owned or leased by the County of Oneida;  
and

ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Exhibit A



# Oneida County Flood Mitigation Grant Program Application

## APPLICANT INFORMATION

1. Municipality:
2. Name of Chief Elected Official:
3. Primary Contact and Title:
4. Mailing Address:
5. Email:
6. Phone:
7. Federal Employer ID Number (EIN):

## PROJECT INFORMATION

1. Project Name:
2. Amount Requested:   
Total Project Cost:
3. Location:
4. Tax Parcel ID Number(s):
5. Brief Description of Project Type (i.e: stream stabilization, box culvert righting, updating zoning)

6. Project start date:
7. Estimated Duration of Construction:
8. Is the project located on: Public  or Private Land ? (check one)
9. Does Applicant Own  or have Easement ? (check one)
10. Have there been repetitive losses/repairs at this location? Yes  or No  (check one)
11. Affected Waterbodies:
12. List Required Permits:
- None Required

**SUPPORTING DOCUMENTS**

- o Brief narrative describing existing conditions and how this might be improved with a resiliency project;
- o Technical report, conceptual design, plans, specifications or any other materials to assist in reviewing the project;
- o Photographs of the project site;
- o Location maps; and
- o Budget (See page 3 for format) including narrative that describes sources of matching funds.

**BUDGET**

Please use the form below as a template for the proposed project budget.

Budget Categories	Grant Funds Requested	Match Funds	Total
Personnel			
Salary		\$12,364	\$12,364
Fringe		\$7,418	\$7,418
Contractual	\$28,000		\$28,000
Equipment	\$7,870	\$16,088	\$23,598
Engineering			
Supplies			
Other			
<b>Total</b>	<b>\$35,870</b>	<b>\$35,870</b>	<b>\$71,740</b>

Please describe source of the match in the narrative of the application.

Match can be cash, state or federal dollars or in-kind services including:

- Personnel & fringe benefits;
- equipment used on the project (using FEMA's schedule of equipment rates);
- engineering fees;
- supplies; or
- other costs associated with project.

**MATCH FUNDS**

Brief Description of Source of Match Funds	Amount
Town Labor	\$12,364
Fringe on Labor	\$7,418
Equipment	16,088
<b>Total</b>	<b>\$ 35,870</b>



## Arrowhead Way Drainage Improvement

Arrowhead Way is a development off of Brimfield Street

It was developed in the early 1980's

It is on a hillside and constructed on ledge rock

The storm water that flows off of this hillside is part of a tributary into Mud Creek which is a major source of flooding for communities downstream.

Due to poor drainage design and limited ground water absorption, this area suffers repeated scour & damage to the road as well as repetitive damage to residential properties.

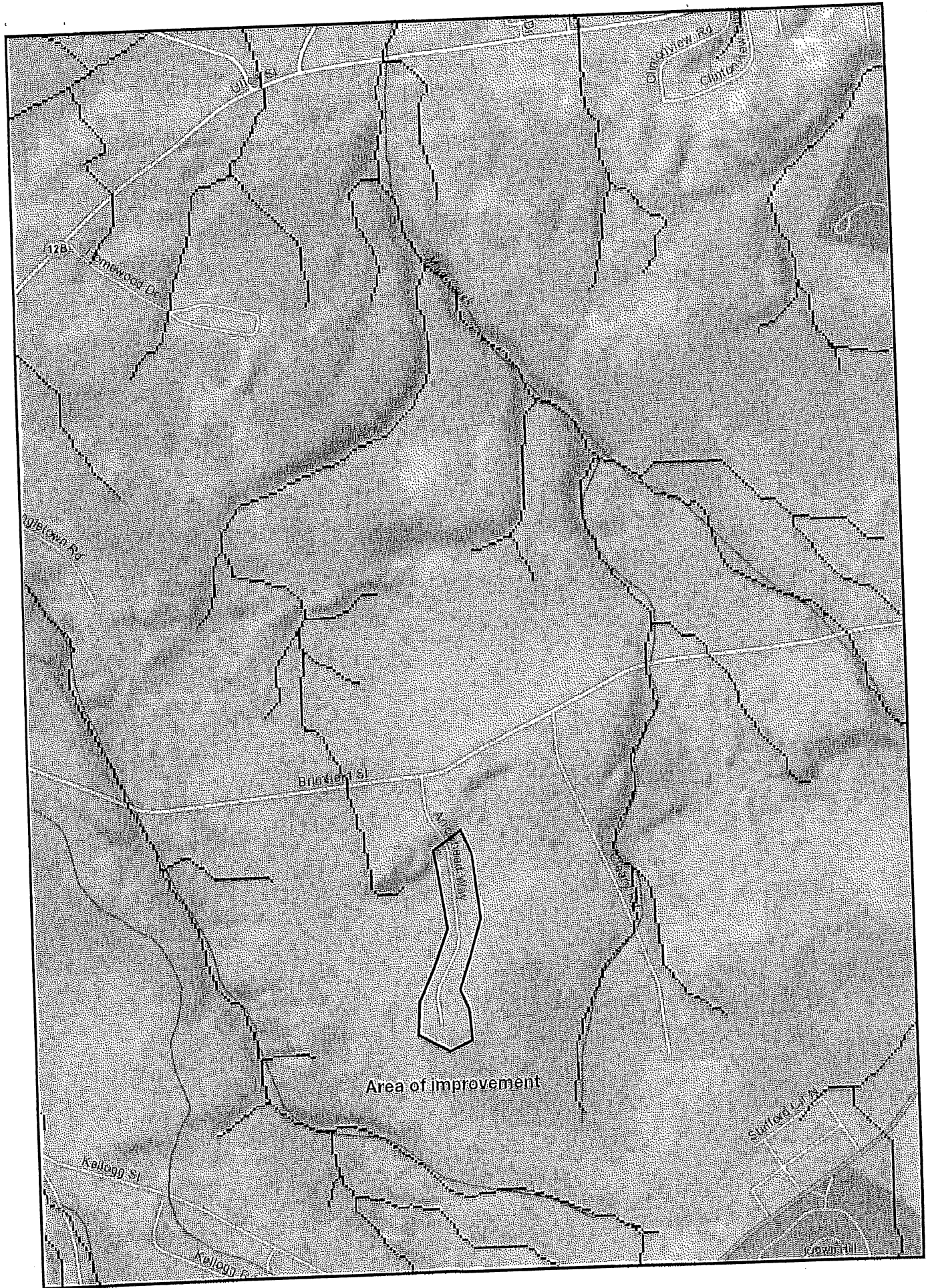
By improving the drainage in this area we can reduce the frequency of repeated damage repairs to our road, shoulders and ditches as well as property damage to the properties on the Western side of the road.

Additionally by creating a detention area on the Eastern side of the road and directing high volume stormwater flow into this area it will protect Brimfield Street and properties along Brimfield Street during high-flow events.

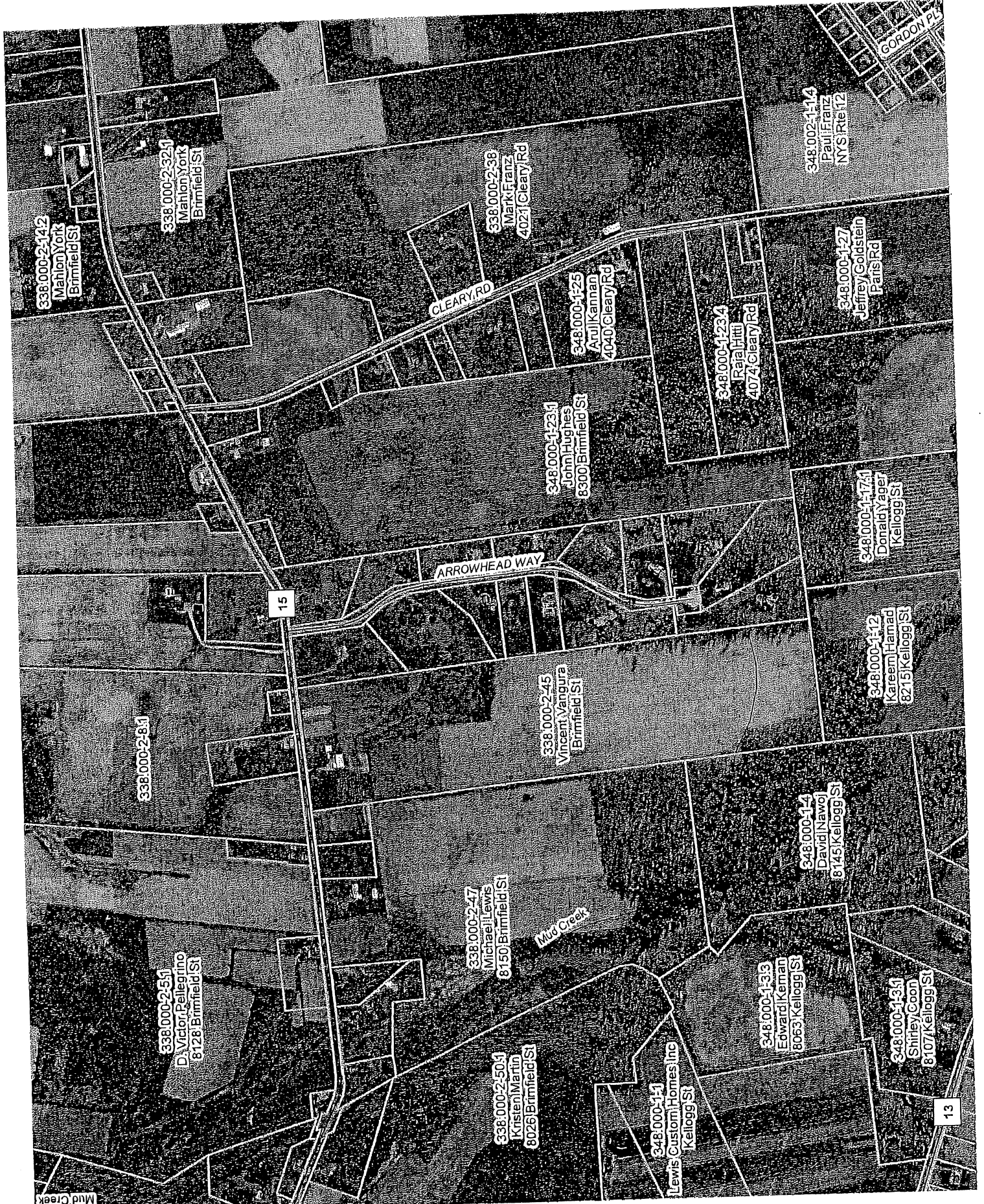
Because this drainage area is a tributary of Mud Creek, creating this redesign and detention will throttle the flow into Mud Creek which will improve conditions for communities downstream; New Hartford and Whitestown.

- Resize culverts
- Evaluate road crossing culverts directing flows onto private property
- Evaluate the natural detention area on the East side of the road
- Evaluate the capacity and flow of the ditches









338.000-2-11-2  
Mahlon York  
Brimfield St

338.000-2-32-1  
Mahlon York  
Brimfield St

338.000-2-8-1

338.000-2-5-1  
D. Victor Pellegrino  
8128 Brimfield St

338.000-2-4-1  
Michael Lewis  
8150 Brimfield St

338.000-2-50-1  
Kristen Martin  
8026 Brimfield St

348.000-1-1  
Lewis Custom Homes Inc  
Kellogg St

348.000-1-3-1  
Edward Keman  
8063 Kellogg St

348.000-1-3-1  
Shirley Coon  
8107 Kellogg St

CLEARY RD

ARROWHEAD WAY

GORDON PL

338.000-2-38  
Mark Franz  
4021 Cleary Rd

348.000-1-25  
Anuj Kannan  
4040 Cleary Rd

348.000-1-23-1  
John Hughes  
8300 Brimfield St

348.000-1-23-4  
Raja Pilli  
4074 Cleary Rd

348.000-1-27  
Jeffrey Goldstein  
Paris Rd

348.002-1-1-4  
Paul Franz  
NYS Rte 412

348.000-1-17-1  
Donald Yager  
Kellogg St

348.000-1-12  
Kareem Hamad  
8215 Kellogg St

338.000-2-4-5  
Vincent Vangura  
Brimfield St

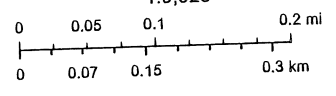
348.000-1-4  
David Nawoj  
8145 Kellogg St

Mud Creek

# Arrowhead Way



1:9,028



8/2/2021, 10:39:34 AM

- OC Tax Parcels
- OC Roads
- OC Municipal Boundaries
- HC Tax Parcels
- HC Roads
- HC Municipal Boundaries



Spinella Bill

		Invoice #	Date	Stormwater/County	Town Highway Expense	FEMA claim
White Creek	Wall next to highway Garage	1760	11/26/19	\$31,721.55		
"George" Creek	White creek opposite wall we built	1765	12/17/19	\$13,200.00		
South Street	Repairs to upper detention basin	1740	7/22/19	\$44,000.00		
French Road	Replace pipe under road which caused large sinkhole	1742	7/22/19		\$7,100.00	
South St at Nackley	Repair under drain in ditch across from Nackleys house along field	1743	7/22/19		\$2,860.00	
St. Marys Ave	Repairs to detention basin at St. Marys Cemetery	1744	7/22/19	\$10,600.00		
Robinson Road	Locate source, isolate and repair water pumping out of road	1746	8/20/19		\$6,600.00	
Arrowhead	Right size drainage pipes - Road drainage constructed incorrectly	1747	8/20/19	\$28,000.00		
Elm Street	Remedy large pool of standing water	1748	8/20/19		\$2,200.00	
New St	Repair drainage at road that was incorrectly installed by property owner. Unclog pipes plugged by property owner	1754	9/26/19		\$7,100.00	
Clary Road	Right size drainage pipes - Road drainage constructed incorrectly.	1741	11/21/19	\$77,980.00		
South St Storm Damage	Repair damages from Halloween Storm	1759	11/28/19			\$7,510.00
	Repair damages from Halloween Storm	1761	12/1/19			\$2,777.64
	Repair damages from Halloween Storm	1762	12/16/19			\$2,200.00
South & St Marys Post storm	Repair damages from Halloween Storm	1763	12/16/19			\$9,300.00
Dugway Road	Repair damages from Halloween Storm	1764	12/16/19			\$4,400.00
				\$205,481.55	\$25,880.00	\$26,187.64
						\$257,629.19

# Statement

John Spinella  
 3274 Martin Road  
 Clinton, NY 13323

Bill To
Town of Kirkland Highway Department Mr. J. Scott

Date	Amount Due	Enclosed
12/17/19	\$247,241.55	

Date	Description	Amount	Balance
			0.00
05/31/19	Balance forward	77,960.00	77,960.00
11/21/19	INV #1741	31,721.55	109,681.55
11/26/19	INV #1760		
08/20/19	Arrowhead- INV #1747	28,000.00	137,681.55
12/16/19	Dugway Rd.- INV #1764	4,400.00	142,081.55
12/16/19	Dugway Trail- INV #1763	9,300.00	151,381.55
08/20/19	Elm Street- INV #1748	2,200.00	153,581.55
07/22/19	French Road- INV #1742	7,100.00	160,681.55
12/17/19	George Creek- INV #1765	13,200.00	173,881.55
09/26/19	New St.- INV #1754	7,100.00	180,981.55
	Robinson Road-		

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	OVER 90 Days Past Due	Amount Due
\$13,200.00	\$125,581.55	\$0.00	\$7,100.00	\$101,360.00	\$247,241.55



# Statement

John Spinella  
 3274 Martin Road  
 Clinton, NY 13323

Bill To
Town of Kirkland Highway Department Mr. J. Scott

Date	Amount Due	Enclosed
12/17/19	\$247,241.55	

Date	Description	Amount	Balance
08/20/19	INV #1746	6,600.00	187,581.55
07/22/19	South Street- INV #1740	44,000.00	231,581.55
07/22/19	INV #1743	2,860.00	234,441.55
12/16/19	INV #1762	2,200.00	236,641.55
07/22/19	St. Mary's Ave.- INV #1744	10,600.00	247,241.55

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	OVER 90 Days Past Due	Amount Due
\$13,200.00	\$125,581.55	\$0.00	\$7,100.00	\$101,360.00	\$247,241.55



# ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR  
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH  
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

DCGOV.NET/HEALTH

FN 20 21-246

July 9, 2021

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

**WAYS & MEANS**

Attached is an Agreement between Oneida County through its Health Department and Kelberman Center, Inc. for the reimbursement of Preschool Programs rendered to eligible preschool children with disabilities for the period of July 1, 2021 through June 30, 2024.

Under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities are required to provide payment for Preschool Special Education Programs rendered to eligible preschool aged children with disabilities.

This is a New York State mandated program. The tuition rate is set by New York State. We anticipate reimbursements will total \$4,500,000.00.

If this contract meets with your approval please forward it to the Board of Legislators.

Sincerely,

Daniel W. Gilmore Ph.D. MPH  
Director of Health

Reviewed and Approved for submittal to the  
Oneida County Board of Legislator by

Anthony J. Picente, Jr.  
County Executive

Date 7-22-21



ADMINISTRATION  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES  
ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH  
ADIRONDACK BANK BLDG., 4<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES  
406 ELIZABETH ST. UTICA, NY 13501  
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**

Kelberman Center, Inc.  
1601 Armory Drive, Building C  
Utica, New York 13501

**Title of Activity or Service:**

Preschool Program for qualified students  
with disabilities

**Proposed Dates of Operation:**

07/01/2021 to 6/30/2024

**Client Population/Number to be Served:**

Preschool students with disabilities

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** The Oneida County Health Department contracts with agencies that are qualified to provide a preschool program according to Section 4410 of the Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Part 300 of Federal Regulations.
- 2) **Program/Service Objectives and Outcomes:** Special Education remediation of preschool students with disabilities
- 3) **Program Design and Staffing:** Staff to student ratio is 6 students to 1 special education teacher and 3 teachers' aides in each classroom. Contracted agency to provide a preschool program with qualified staff at the agency location

**Total Funding Requested:** \$4,500,000.00      **Account # A2960.4957**

**Oneida County Dept. Funding Recommendation:** \$4,500,000.00

**Proposed Funding Sources ( State 59.5%/County 40.5%):** State pays = 2,677,500.00  
County pays = 1,822,500.00

**Cost Per Client Served:** current state rate is \$58,231.00 per student for 12 month service provision

**Past Performance Data:** Total reimbursement for 2020 equaled \$1,398,609.40

**Mandated Service:** Yes

**O.C. Department Staff Comments:**



## ONEIDA COUNTY CONTRACT FOR PRESCHOOL SPECIAL EDUCATION SERVICES

This Contract, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, through its Health Department, having its principal offices at 800 Park Avenue, Utica, New York, hereinafter referred to as the "County," and Kelberman Center, Inc., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with its principal offices at 1601 Armory Dr. Utica, New York, hereinafter referred to as the "Contractor."

### WITNESSETH:

**WHEREAS**, the County is in need of the provision of special education individual evaluation and program services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education of the State of New York, through the County's Preschool Education and Transportation for Disabled Children Program; and

**WHEREAS**, the Contractor has been approved by the Commissioner of Education of the State of New York ("Commissioner") to provide New York State Education Department ("NYSED") special education services in accordance with Section 4410 of the New York State Education Law and in compliance with 8 NYCRR Part 200, to an eligible preschool age child with a disability, as recommended by the Committee on Preschool Special Education ("CPSE") and approved by the Board of Education ("BOE") from the child's resident school district;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

#### 1. TERM OF AGREEMENT

This Contract shall commence July 1, 2021 and shall terminate on June 30, 2024, conditioned upon the continued availability of federal and/or New York State funds for the purpose set forth in this Contract.

#### 2. RATES

Upon submission of a completed County voucher and required supporting documentation as discussed below for services rendered, the County shall pay the Contractor the rates approved by the NYSED. Rates shall be the amount established for such purpose by the Commissioner and certified by the Director of Budget of the State of New York. The County shall pay the Contractor only those rates published on the NYSED website by the Commissioner and only for such period as the Contractor has the Commissioner's approval.

#### 3. TERMINATION

- a. **BY CONTRACTOR:** Should the Contractor request termination of this Contract, a written notice of any such termination shall be provided to the County by the Contractor not less than ninety (90) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due and the Contractor shall undertake no additional expenditures not already required.
- b. **BY COUNTY:** This Contract may be terminated at any time by the County upon ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this Contract, the County may terminate this Contract effective upon written notice at any time. Furthermore, should funds become unavailable or should appropriate

federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Contract, the County shall have the option to immediately terminate this Contract upon providing written notice to the Contractor. In such event, the County shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

#### 4. SCOPE OF SERVICES

Services performed pursuant to this Contract shall be provided in accordance with Section 4410 of the New York State Education Law and in compliance with the regulations of the Commissioner set forth in 8 NYCRR Part 200.

- a. With NYSED approval for Individual Evaluation/Individual Psychological Evaluation, the Contractor shall provide Individual Evaluation/Individual Psychological Evaluation for children with potential disabilities. The parties hereto agree that "Individual Evaluation" as used herein shall have the same meaning as that term is defined in Section 4410 of New York State Education Law and 8 NYCRR 200.1 (aa). The parties hereto agree that "Individual Psychological Evaluation" as used herein shall have the same meaning as that term is defined in Section 4410 of New York State Education Law and 8 NYCRR 200.1 (bb).
- b. With NYSED and BOE approval for Special Education services, the Contractor shall provide appropriate Special Education services for children with disabilities delivered in a Special Class Integrated Setting ("SCIS"). With NYSED and BOE approval, the Contractor shall provide appropriate Special Education services for children with disabilities delivered in a Special Class. SCIS and Special Class will be provided during the school year. The school year is hereby defined as July/August session from July 1 through August 31 and/or September/June session from September 1 through June 30. The parties hereto agree that "Special Education" as used herein shall have the same meaning as that term is defined in 8 NYCRR 200.1 (ww) and described in Section 4410 of the New York State Education Law.
- c. With NYSED approval for Special Education Itinerant Services ("SEIS"), the Contractor shall provide SEIS for children with disabilities during the school year. The school year is hereby defined as a July/August session from July 1 through August 31 and/or a September/June session from September 1 through June 30.
- d. The Contractor cannot begin providing Special Education services to a child with disabilities until the BOE has approved the Notification of Determination of Placement or System to Track and Account for Children ("STAC 1"), if the BOE uses the STAC 1, outlining the appropriate Special Education services to be provided by the Contractor. The start date will be indicated on the STAC 1 and a copy shall be provided to the Contractor.
- e. All financial arrangements for services under this Contract shall be between the County and Contractor in accordance with the provisions of Section 5 of this Contract. The Contractor shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the Contractor. For purposes hereof, "Direct Service Staff" shall be defined as, but not limited to, individuals providing Special Education services who are certified by law to provide such services as mandated on the child's Individualized Education Program ("IEP"). For Individual Evaluation and Psychological Evaluation, the County will maintain an approved Oneida County Evaluator List and ensure that the Contractor is a referral from this list approved by NYSED for the County.  
For SEIS, the County will maintain an approved Oneida County SEIS Provider List and ensure that the Contractor is a referral from this list approved by NYSED for the County.

#### 5. CONDITIONS OF PAYMENT

The County, in accordance with the provisions of this Contract, shall pay the Contractor for expenditures made for contracted services as follows:

- a. The County will provide payment of Individual Evaluation, Psychological Evaluation and Reevaluation services rendered, as authorized on the child's Request for Commissioner's Approval

- of Reimbursement for the Cost of Evaluations (STAC-5) certified by the CPSE Chairperson in each school district.
- b. The County will provide payment for Special Education services rendered as authorized on the child's IEP and the STAC 1 upon the Contractor's submission of a correctly completed voucher on a monthly basis. All submissions must include the required documentation as set forth in this Contract and any other documentation requested by the County. The Contractor shall maintain a copy of the child's IEP throughout the term of this Contract.
  - c. The Contractor shall submit a voucher to the County for the services rendered not later than fifteen (15) days after the end of the July/August session and not later than fifteen (15) days after the end of each month for the September to June session.
  - d. No payment shall be required to be made by the County prior to the receipt of Notification of Determination of Placement or STAC 1, if the BOE uses the STAC 1 as its notice of determination of placement.
  - e. No parent or any person shall be required or requested to make payment for services in addition to the payments made by the County pursuant to this Contract.
  - f. The Contractor must submit for Medicaid eligible children a signed Medicaid Provider Agreement and Reassignment form with the signed Contract so the County can claim Medicaid reimbursement.
  - g. The Contractor shall prepare and make available such statistical, financial and other records pursuant to Section 4410 of the New York State Education Law, as necessary for reporting and accountability. All documents and records shall be consistent with New York State requirements for audit and rate establishment procedures. The financial records shall be retained by the Contractor for seven (7) years after the school year in which the services were provided. The Contractor shall also be responsible for submitting to the County a copy of their cost report for the Contract term provided herein.
  - h. All records prepared pursuant to Section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the BOE, the County, the State of New York acting through the Education Department or the New York State Comptroller, and federal and other personnel duly authorized by the County. In addition, the County shall make available any and all copies of such documents to such other municipalities previously determined to bear financial responsibility of the audited services and program.

## 6. MEDICAID COMPLIANCE

The Contractor shall provide with its voucher the following information for all Medicaid eligible children pursuant to Section 4410 of the New York State Education Law:

- a. Dates of services rendered and documentation that each SEIS session was verified as delivered by the signature of the service provider.
- b. Dates of SCIS and Special Class attendance and documentation of services rendered was verified as delivered by the signature of the service provider.
- c. Copy of the Medicaid consent form to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services.
- d. All reporting requirements necessary for Medicaid compliance with Section 4410 of the New York State Education Law. The Contractor shall be responsible for reviewing Medicaid in Education notifications and changes, which can be found at <http://www.oms.nysed.gov/medicaid/>.
- e. The Contractor shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving services pursuant to Section 4410 of the New York State Education Law, the Client Identification Number ("CIN"), period of eligibility and any other relevant third party health insurance information for the purpose of establishing Medicaid as the "payer of last resort." Nothing herein shall preclude the child's enrollment and initiation of services in accordance with the Board's Notice of Determination. A copy is to remain in the Contractor's file.

## 7. COMPLIANCE WITH THE LAW

The Contractor agrees that while performing under the terms of this Contract that the Contractor shall comply with all federal and New York State statutes and regulations and all local rules and regulations pertaining to the provision services described herein.

## 8. CHILD ABUSE/MALTREATMENT MANDATE

- a. In compliance with Section 4410 of the New York State Education Law and Section 424-a of the New York State Social Services Law, the Contractor is required to screen its employees, volunteers, consultants and providers of goods and services who will have "regular and substantial contact" with children through the State Central Register of Child Abuse and Maltreatment ("SCR").
- b. The Contractor is responsible for screening and obtaining clearance through the SCR for the following individuals: (1) Any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive preschool Special Education programs and services; (2) Any person who is employed by an individual, corporation, partnership, or association that provides goods or services to children approved to receive preschool Special Education.
- c. The Contractor is responsible for screening individuals through the SCR regardless of whether an individual has been screened through the SCR for employment or contract with another County or agency provider.
- d. The Contractor will not permit unsupervised contact between children who receive preschool Special Education services and any potential employee or contractor before receiving a completed clearance and acceptable response from SCR.
- e. The Contractor will notify all individuals being screened that an inquiry will be made to the SCR and that this is a New York State requirement. The Contractor will establish procedures to ensure that the confidentiality of any SCR response is maintained. The Contractor will comply with SCR regulations in not screening employees more than once every six months, and one time only to the extent required by Section 424-a of the New York State Social Services Law for contractors, consultants and volunteers.
- f. Proof of SCR database check in accordance with Section 424-a of the New York State Social Services Law must be submitted to the County with this Contract and on an ongoing basis as required for Special Education services and programs for preschool children with disabilities.

## 9. CONFIDENTIALITY

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by law or by written consent of the child's representative. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this Contract. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this Contract in conformity with the provisions of applicable federal, state, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this Contract.

## 10. REPORTING REQUIREMENTS

- a. The Contractor's employed therapists and teachers shall be presently qualified to provide Individual Evaluations, Individual Psychological Evaluations and/or Special Education services in New York State as may be required of this Contract and shall submit copies of all appropriate license(s) or certification(s) to the County and update these as necessary during the term of this Contract.
- b. The Contractor agrees that assigned therapists or their representative shall attend CPSE annual review meetings and program reviews as scheduled by the CPSE Chairperson or BOCES Coordinator for the child being served. The Contractor shall submit a copy of any reports necessary for review at these meetings to the County, as well as the CPSE Chairperson/BOCES Coordinator, at least ten (10) school days prior to the meeting date.

- c. **Speech pathologists** shall be required to obtain a written prescription (recommendation/order) for speech services signed and dated from (1) New York State Licensed and American Speech-Language-Hearing Association (“ASHA”) certified Speech-Language Pathologist OR (2) a physician, physician’s assistant or nurse practitioner which denotes the appropriate and current ICD code. The New York State Licensed and ASHA Certified Speech-Language Pathologist cannot write a referral if they have not seen the preschool child. The regulations of the New York State Department of Social Services at 18NYCRR 505.11 state that a written order must contain a diagnostic statement and purpose of treatment. It is not acceptable for the ordering or referring professional never to have met with the child as it is incompatible with the obligations of the ordering practitioner to assure that the ordered care, services or supplies will meet the recipients needs and restore him/her to the best possible functional level. Physician, physician assistants or nurse practitioner’s orders must be dated on or before the initiation of service. No direct or consultation services will be permitted unless an appropriately written prescription is obtained. A copy of this prescription must also be forwarded to the County with the initial voucher.
- d. **Physical Therapists** must obtain a signed prescription (order/ recommendation) from a physician, physician assistant or nurse practitioner which denotes an ICD code.
- e. **Occupational therapists** must obtain a signed prescription (order/recommendation) signed and dated by a licensed physician or nurse practitioner which denotes an ICD code.
- f. **No direct or consultation services can be delivered unless an appropriately signed and dated prescription by the appropriate professional is obtained. A copy of this prescription must also be forwarded to the County with the initial voucher.**
- g. The Contractor must obtain a current copy of the IEP from the CPSE Chairperson prior to start of service which will follow the BOE approval date. This is applicable to any later program changes on the IEP as well. The Contractor shall deliver services as specified on the IEP in the areas of remediation, frequency and duration of Special Education services.
- h. The Contractor shall submit an attendance and progress note for each session a child received Special Education services on a monthly basis at the minimum, or with the voucher, whichever is presented first. **All progress notes submitted must also have the signature and National Provider Identification number (“NPI#”) of this licensed individual and title as well as the direct service provider and title.**
- i. The Contractor shall call the CPSE Chairperson for a program review if services cannot be delivered as indicated on IEP due to child’s absence or other factor, or if the therapist recommends a change in service or discharge.
- j. The Contractor shall forward a copy of all documentation and justification for 12-month programming to the County and the CPSE prior to any scheduled program review or annual review, whenever such is recommended.
- k. The Contractor shall meet with the child’s parent/guardian at such times as appropriate during the term of Special Education services to discuss goals and progress. Whenever SEIS are to be delivered in conjunction with a general education preschool program, the Contractor’s assigned therapists shall work with the program by communicating with staff, parents, school district and other therapists. An attempt will also be made to provide parent/guardian with follow up materials to be used at home to reinforce delivery of Special Education services.
- l. The Contractor shall inform the parent/guardian of his/her responsibility to ensure that the child’s attendance enables him/her to benefit from the Special Education services provided. The parent/guardian should be made aware of the need to alert the Contractor in a timely manner when the child will be absent or not available for Special Education services.
- m. If the CPSE determines that SEIS is to be provided in conjunction with one or more Related Services, the SEIS shall be responsible for the coordination of such services pursuant to regulations of the Commissioner. Compensation for such services is to be part of the NYSED established rates for the SEIS model. “Related Services” as used herein shall have the same meaning as that term defined in Section 4410 of the New York State Education Law and 8 NYCRR 200.1 (qq).
- n. The Contractor’s progress notes addressing goals and objectives on the IEP must be completed quarterly. A copy of the progress notes must be provided to the parent, the CPSE Chairperson and the County.



**11. RESPONSIBILITIES OF SEIS PROVIDER AS THE COORDINATOR OF SERVICE**

- a. It is the responsibility of the SEIS provider to act as Special Education services coordinator (“SEIS Coordinator”) and stay thoroughly informed on all facets of the services provided to the child. In addition to duties as outlined in the provisions of Section 10 of this Contract, the SEIS Coordinator will perform appropriate coordination activities including but not limited to:
  - i. Arranging the schedule for service delivery, offering recommendations, and consulting with the CPSE Chairperson to resolve scheduling issues when appropriate.
  - ii. Sharing appropriate information with other Related Service providers for the appropriate integration of such services.
  - iii. Gathering appropriate progress reports and anecdotal information relating to the child’s progress from all Related Service providers to ensure that the SEIS Coordinator has a general knowledge of the child’s progress, as well as any significant considerations, in the Related Service area.
  - iv. Attend Annual Review meeting and other meetings if requested by the CPSE Chairperson. The SEIS Coordinator is responsible to have all information on the child’s progress and needs and is expected to represent the other therapists involved in the child’s care at the CPSE meetings.
  - v. Conducting activities such as telephone conferences or other communication practices. SEIS Coordination activities must be documented and reported in half-hour service blocks on the Coordination Service Form.
  - vi. SEIS Coordination services can be provided only by a licensed speech pathologist, physical therapist or occupational therapist.

**12. INSURANCE**

The Contractor shall maintain a professional liability policy and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide the County with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. Coverage for abuse and molestation must be included. The Contractor agrees to have the County named as an additional insured on a primary and non-contributory basis, as its interests may appear on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore. The County reserves the right to require the Contractor to provide insurance policies for review by the County. The Contractor grants the County a limited power of attorney to communicate with the Contractor’s insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

**13. INDEMNIFICATION**

The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Contractor or its agents, contractors, subcontractors, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Contractor or its agents, contractors, subcontractors, servants or employees, or failure on the part of the Contractor or its agents, contractors, subcontractors, servants or employees to comply with any of the covenants, terms or conditions of this Contract.

**14. EXCLUSIVITY**

- a. The County retains the right to reassign children receiving Special Education services under the terms of this Contract to other Contractors or its own employees.
- b. The County retains the right to contract with other Independent Contractors for such services which are the same or similar to those provided by the Contractor, or to provide such services to its eligible children through its own employees. The Contractor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not classified preschool aged children with a disability receiving Special Education services in Oneida County.

15. **INDEPENDENT CONTRACTOR STATUS**

- a. It is expressly agreed that the relationship of the Contractor and its employees to the County shall be that of Independent Contractors. The Contractor's employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Contractor, in accordance with its status as an Independent Contractor, covenants and agrees that its employees will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- b. The Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. The Contractor and the County agree that the Contractor is free to undertake other work arrangements during the term of this Contract, and may continue to make its services available to the public.
- c. The Contractor's employees shall not be eligible for compensation from the County due to illness, absence due to normal vacation, or absence due to attendance at school or special training or a professional convention or meeting.
- d. The Contractor acknowledges and agrees that its employees shall not be eligible for any County employee benefits, including retirement membership credits.
- e. The Contractor shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to the Contractor or its employees under this Contract, and for compliance with all applicable labor and employment requirements with respect to the Contractor's form of business organization, and with respect to its employees, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Contractor shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Contract.
- f. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's or its employees' Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Contractor agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

16. **SUBCONTRACT**

The Contractor may not assign the Contractor's rights and obligations under this Contract, or subcontract with or employ another to provide the services described above in this Contract, without the prior written consent of the County.

17. **ENTIRE AGREEMENT**

The terms of this Contract, the attached Standard Oneida County Conditions Addendum, and any other attachments, amendments, addendums or appendixes attached hereto, are deemed incorporated herein in their entirety and constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Contract. No waiver, alterations or modifications of any provisions of this Contract shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

ONEIDA COUNTY

BY: \_\_\_\_\_  
Anthony J. Picente Jr., County Executive

Contractor

BY: Tara Costello  
~~Robert Meyers Executive Director~~  
Kelberman Center, Inc. *Tara Costello*

DATE: \_\_\_\_\_

DATE: 7/15/21

Approved

BY: \_\_\_\_\_  
Ellen S. Rayhill, Assistant County Attorney

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

THIS ADDENDUM, entered into on this 1 day of July, 2021, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. ONEIDA COUNTY BOARD OF LEGISLATORS: RESOLUTION #249 SOLID WASTE DISPOSAL REQUIREMENTS.

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative

agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - iii. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
- i. The Contractor certifies that it and its principals:
    - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - B. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, of this certification; and

D. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default;

ii. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

i. The Contractor will or will continue to provide a drug-free workplace by:

A. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

- 2) The Contractor's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4) The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (A), above;
- D. Notifying the employee in the statement required by paragraph (A), above, that as a condition of employment under the Contract, the employee will:
- 1) Abide by the terms of the statement; and
  - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (D)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to:
- Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

*Promise*  
1601 Armory DR, Bld. A Utica NY  
Jewish Community Center, 2310 Oneida  
ST

- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

*Utica NY*

- i. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
- ii. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the



Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to:

Director, Grants Management Bureau, State Office Building  
Campus, Albany, NY 12240. Notice shall include the  
identification number(s) of each affected Contract.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
  - i. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by, the Contractor on behalf of the County

available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

- ix. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by, the Contractor on behalf of the County that the Contractor still maintains, in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Contract permanently to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
  - i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  - iii. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. NON-ASSIGNMENT CLAUSE.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and any attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. WORKER'S COMPENSATION BENEFITS.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

8. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as

determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above, for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute"), provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records

shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. CONFLICTING TERMS.

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. GOVERNING LAW.

This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

15. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. GRATUITIES AND KICKBACKS.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request; influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application;

request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## 17. AUDIT

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies made hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## 18. CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.

Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services



(hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

#### 19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
  - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
  - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that

delivers vapor which is inhaled by an individual user as he or she simulates smoking.

- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
  - i. Upon all real property owned or leased by the County of Oneida; and
  - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
  
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEWYORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



ONEIDA COUNTY  
OFFICE OF THE COUNTY EXECUTIVE

ANTHONY J. PICENTE, JR.  
County Executive  
ce@ocgov.net

August 10, 2021

FN 20 21 - 247

Board of Legislators  
Oneida County  
800 Park Avenue  
Utica, New York, 13501

**PUBLIC WORKS**  
WAYS & MEANS


**Re: Amendment to Local Law 4 Introductory "C" of 2013 Providing for a Temporary Revocable Access Permit System for Public Access to and Use of Land Owned by the County of Oneida**

Honorable Members:

I am proposing an amendment to Local Law 4 Introductory "C" of 2013 that provides for a Temporary Revocable Access Permit System for public access to and use of land owned by the County of Oneida. The proposed amendment will allow the Commissioner of Aviation to review and approve permits for use of land and space located at Griffiss International Airport. This amendment is needed as operations at the UAS test site have increased, bringing in individuals and companies that require short term access to our facilities. In addition, the Innovare Center has space that was retained by Oneida County that was envisioned for short term use for testing at Griffiss. With the full opening of the Innovare Center, demand for this space is high and amending the law to allow the Commissioner of Aviation to process permits at the airport will help streamline the process.

Thank you for the Board's kind attention to this request. Should you have any questions or concerns, or should you require any additional information, please advise.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive



Enclosure

*INTRODUCTORY  
NO.*

*F.N.*

## ONEIDA COUNTY BOARD OF LEGISLATORS

*RESOLUTION NO.*

*INTRODUCED BY:  
2ND BY:*

**RE: AN AMENDMENT TO LOCAL LAW 4 INTRODUCTORY “C” OF 2013 PROVIDING FOR A TEMPORARY REVOCABLE ACCESS PERMIT SYSTEM FOR PUBLIC ACCESS TO AND USE OF LAND OWNED BY THE COUNTY OF ONEIDA.**

Legislative Intent: To allow for the Commissioner of Aviation to issue Temporary Revocable Access Permits for land and building space at Griffiss International Airport.

BE IT ENACTED by the Board of County Legislators of the County of Oneida, State of New York, as follows:

### **A. Title**

This local law shall be known as “Local Law Amending Local Law No. 4 of 2013 Providing for a Temporary Revocable Access Permit System for Public Access to and Use of Land Owned by the County of Oneida.”

### **B.**

Local Law No. 4 of 2013 shall be amended by the deletion of all matters that are in parenthesis and (~~stricken~~) and the addition of all matters in bold and **underlined** as set forth below:

Section 1. Definitions.

As used in this Local Law, the following words, phrases, terms and their derivations shall have the meanings set forth below:

*Access* shall mean the authority to pass over **or temporarily occupy** property without unreasonable obstruction, and does not carry with it any rights of possession or ownership.

*Public (t)Land* means any property or open space owned, leased or controlled by the County of Oneida, which area is generally accessible and open to the public.

**Griffiss International Airport means all Oneida County property associated with the Oneida County Airport.**

Section 2. Application for Temporary Revocable Access Permit.

Any person or business that wants to use any (p)Public (t)Land for (a)Access, other than land located at Griffiss International Airport, shall apply to the Commissioner of Public Works for a

Temporary Revocable Access Permit at least thirty (30) days in advance of the proposed (a)Access. **Any person or business that wants to use any Public Land for Access located at Griffiss International Airport, shall apply to the Commissioner of Aviation for a Temporary Revocable Access Permit at least thirty (30) days in advance of the proposed Access.** The application for such **Temporary Revocable Access** Permit shall be made in writing on a form approved by the County Attorney. The application for a(n) **Temporary Revocable** Access Permit shall include but not necessarily be limited to the following:

- (a) The name, address, telephone number, facsimile number and e-mail address of the Applicant.
- (b) The necessity for the proposed (a)Access, the exact location within the (p)Public (l)Land to be used for the proposed (a)Access including a location map of sufficient detail and accuracy to depict the location and extent of the proposed (a)Access, and the dates, times and duration of the proposed (a)Access.
- (c) A non-refundable application fee, to compensate the County for its time in investigating and processing the application, the amount of said fee to be set by the (~~Commissioner of Public Works~~) **designated Commissioner**.
- (d) A sum of money to be held in escrow by the (~~Commissioner of Public Works~~) **designated Commissioner**, to insure that the (p)Public (l)Land is left in a clean and proper condition without damage and in the same condition as it existed prior to the date of such (a)Access. Said sum of money will be in an amount acceptable to the (~~Commissioner of Public Works~~) **designated Commissioner**. Said sum of money shall be refundable upon certification of the (~~Commissioner of Public Works~~) **designated Commissioner** that the (p)Public (l)Land has been left in proper condition.
- (e) An access fee in an amount set by the (~~Commissioner of Public Works~~) **designated Commissioner**, to compensate the County for any additional costs incurred by the County because of the use of the (p)Public (l)Land for (a)Access, plus a charge of five percent (5%) for administrative costs.
- (f) A proper liability insurance policy, with proof of full premiums paid to date, naming the County of Oneida as an additional insured, or other policy as deemed appropriate at the sole discretion of the County Attorney, holding the County harmless from any and all liability arising out of the use of the (p)Public (l)Land for (a)Access, in an amount acceptable to the (~~Commissioner of Public Works~~) **County Attorney**.
- (g) A written acknowledgement and agreement to the following terms:
  - (1) The County does not relinquish the right to control the management of its (p)Public (l)Lands, and is entitled to enforce all necessary and proper rules for the management and operation of same.
  - (2) The Applicant is responsible for any maintenance or upkeep required for the Applicant's (~~use~~) **Access** of the (p)Public (l)Lands (~~for access~~), including but not limited to snow plowing, shoveling and routine maintenance, and is solely liable for any damages caused to the property as a result of said routine maintenance performed by the Applicant.

- (3) The ~~(p)~~**P**ublic ~~(l)~~**L**and will not be used for any political activity or any unlawful activity, pursuant to local, state and federal laws, rules and regulations or ordinances.
- (4) If the ~~(p)~~**P**ublic ~~(l)~~**L**and, or any portion thereof, shall be damaged by the act, default, negligence or willful misconduct of the Applicant or of the Applicant's agents, employees, business invitees and guests, the Applicant shall pay to the County such sum as necessary to restore the ~~(p)~~**P**ublic ~~(l)~~**L**and to its previous condition and to make the County whole.
- (5) The County is to be exempt from any and all liability for damage, injury or death to person or property of the Applicant, including the Applicant's agents, employees, business invitees and guests.
- (6) The Applicant shall defend, indemnify and hold the County harmless from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the ~~(use)~~ **Access** and/or maintenance of the public land by the Applicant and the Applicant's agents, employees, business invitees and guests.
- (7) **Any other terms deemed necessary or appropriate by the designated Commissioner.**

Section 3. Issuance or denial of permit and revocation.

- (a) The ~~(Commissioner of Public Works)~~ **designated Commissioner** shall issue a Temporary Revocable Access Permit conditioned on the Applicant providing all the above requested information and materials, and upon the Applicant's written agreement to comply with the above terms of the **Temporary Revocable Access** Permit, unless the ~~(Commissioner of Public Works)~~ **designated Commissioner** finds that:
  - (1) The proposed ~~(use)~~ **Access** of the ~~(p)~~**P**ublic ~~(l)~~**L**and ~~(for access)~~ will interfere with another use of the ~~(p)~~**P**ublic ~~(l)~~**L**and by the County, or will interfere with another use of the ~~(p)~~**P**ublic ~~(l)~~**L**and for ~~(a)~~**A**ccess for which a **Temporary Revocable Access** ~~(p)~~**P**ermit has already been issued.
  - (2) The proposed ~~(p)~~**P**ublic ~~(l)~~**L**and is deemed by the ~~(Commissioner of Public Works)~~ **designated Commissioner** to be legally, physically or functionally unsuitable for the ~~(a)~~**A**ccess, or is not compatible with the purpose for which the ~~(p)~~**P**ublic ~~(l)~~**L**and was acquired or is managed.
  - (3) The proposed ~~(use)~~ **Access** could compromise Oneida County's title to the land or change the mandated use of the ~~(p)~~**P**ublic ~~(l)~~**L**and
  - (4) The proposed ~~(use)~~ **Access** requires construction or installation of permanent facilities such as roads, bridges, trails, structures, towers or utility lines not authorized by law, deeded right or easement.
  - (5) The proposed ~~(use)~~ **Access** is for motor vehicle access across ~~(p)~~**P**ublic ~~(l)~~**L**and as a permanent route of ingress and egress, except where an easement or other legal encumbrance to Oneida County's title exists which authorizes such ~~(use)~~ **Access**.

- (6) The proposed ~~(use)~~ Access is for use or establishment of trails that lead from private land and extend onto ~~(p)Public~~ ~~(l)Land~~ for the sole benefit of the private landowner(s) or their invitee(s).
- (7) The information contained in the application is found to be false or nonexistent in any material detail.
- (8) The Applicant refuses to agree by or comply with all conditions of the Temporary Revocable Access Permit.
- (9) The ~~(a)Access~~ is deemed by the ~~(Commissioner of Public Works)~~ designated Commissioner to be of size and nature to unreasonably interfere with the enjoyment of the ~~(p)Public~~ ~~(l)Land~~ by other users.
- (10) The ~~(a)Access~~ is deemed to be in violation of any Federal, State or Local law, rule or regulation.
- (11) A reasonable determination is made by the ~~(Commissioner of Public Works)~~ designated Commissioner and/or the County Attorney that the ~~(a)Access~~ is not in the best interest of the County.
- (b) Any denial of a Temporary Revocable Access Permit for any of the above reasons will not occur until the ~~(Commissioner of Public Works)~~ designated Commissioner affords the Applicant notice and an opportunity to be heard in regards to the denial.
- (c) A Temporary Revocable Access Permit may be revoked for any of the above reasons set forth in subdivision (a) of this article, after the ~~(Commissioner of Public Works)~~ designated Commissioner affords the Temporary Revocable Access Permit ~~(H)holder~~ notice and an opportunity to be heard in regards to the revocation. All monies paid to the County, with the exception of the escrowed monies referred to in Section 2(d) above, shall be forfeited by the ~~(Applicant)~~ Temporary Revocable Access Permit holder in the event of a revocation of the Temporary Revocable Access Permit.
- (d) The ~~(Commissioner of Public Works)~~ designated Commissioner is authorized to place reasonable conditions on the Temporary Revocable Access Permit, in order to ensure the safe ~~(use)~~ Access of the ~~(p)Public~~ ~~(l)Land~~.
- (e) Any Temporary Revocable Access Permit issued is invalid and revoked unless the permittee has a valid and current insurance certificate at the time of actual ~~(a)Access~~ onto ~~(p)Public~~ ~~(l)Land~~.

#### Section 4. Temporary Revocable Access Permit Expiration.

- (a) Upon expiration or completion of activities authorized by a Temporary Revocable Access Permit and as deemed necessary, the ~~(Commissioner of Public Works)~~ designated Commissioner or Commissioner's designee shall inspect the ~~(p)Public~~ ~~(l)Land~~ subject to the Permit, in order to ensure that the permittee has complied with all terms of the Temporary Revocable Access Permit.

- (b) Temporary Revocable Access Permits shall be issued for a period not to exceed one (1) year, including Temporary Revocable Access Permit renewals.

Section 5. Temporary Revocable Access Permit Renewals.

- (a) Temporary Revocable Access Permits shall be renewed only in the case of extenuating circumstances or if the (~~Commissioner of Public Works~~) **designated Commissioner** determines that continuance of the temporary use is in the public interest and is otherwise not legally, physically or functionally unsuitable for the (a)Access, or is not compatible with the purpose for which the (p)Public (t)Land was acquired or is managed.
- (b) Any renewal of a Temporary Revocable Access Permit is under the same terms and conditions as the original **Temporary Revocable Access** Permit.
- (c) A non-refundable renewal application fee will be charged to compensate the County for its time in investigating and processing the application in the amount of said fee to be set by the (~~Commissioner of Public Works~~) **designated Commissioner**.
- (d) Additional fees as detailed in the original **Temporary Revocable Access** Permit application may also be charged as set by the (~~Commissioner of Public Works~~) **designated Commissioner**.
- (e) Applications for renewals must be made no less than sixty (60) days prior to the expiration date of a **Temporary Revocable Access** Permit. Requests made for renewals less than sixty (60) days prior to the expiration date shall be considered as a new application and handled accordingly.

Section 6. Severability.

If any provision of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, then such adjudication shall not affect, impair or invalidate the remainder thereof, but shall be confined in its effect to the particular provision directly involved in the controversy in which such judgment shall have been rendered.

Section 7. Effective Date

This Local Law shall take effect upon filing with the Secretary of State in accordance with Section 20, 21 and 27 of the New York State Municipal Home Rule Law

APPROVED: Public Works ( )  
Ways & Means Committee ( )

DATED:

Adopted by the following roll call vote:  
AYES \_\_\_ NAYS \_\_\_ ABSENT \_\_\_



**ONEIDA COUNTY DEPARTMENT OF AVIATION - GRIFFISS INTERNATIONAL AIRPORT**

660 Hangar Road, Suite 223, Rome, New York 13440 Telephone: (315) 736-4171

**TEMPORARY REVOCABLE ACCESS PERMIT**

(LOCAL LAW NO. 4 OF 2013, as amended by LOCAL LAW NO. xx OF 2020)

Application is hereby made by the undersigned for permission to Access Public Land owned by the County of Oneida at Griffiss International Airport.

\*\*\*\*\*

The undersigned hereby agrees to the terms, conditions and responsibilities contained in Local Law No. 4 of 2013, as amended by Local Law No. XX of 2020 as listed on the reverse side.

APPLICANT: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_ EMAIL : \_\_\_\_\_ DATE: \_\_\_\_\_

New Application  Renewal Application  If Renewal, current Permit expiration: \_\_\_\_\_

\*\*\*\*\*

NAME OF COUNTY LAND/PROPERTY: \_\_\_\_\_

Describe Location of Proposed Access Within County-Owned Land/Property: \_\_\_\_\_

Describe Purpose of Proposed Access: \_\_\_\_\_

Proposed Date(s) of Access: \_\_\_\_\_

Proposed Time(s) of Day for Access: \_\_\_\_\_

Proposed Calendar Duration Of Use/Access: \_\_\_\_\_ Number of Individuals Expected on the Public Land: \_\_\_\_\_

\*\*\*\*\*

**FOR OFFICE USE ONLY:**  
Non-Refundable Application Fee Paid  Location Map Provided  Insurance Policy Provided

\*\*\*\*\*

**PERMIT APPROVED**  **PERMIT NO.:** \_\_\_\_\_ **PERMIT DENIED**

DATE: \_\_\_\_\_

Commissioner of Aviation

\*\*\*\*\*

IF PERMIT IS GRANTED:

Permit Expires: \_\_\_\_\_ Non-Refundable Access Fee: \_\_\_\_\_

Access Deposit Paid: \_\_\_\_\_

(A cash deposit or check will be required, returnable at the expiration of the Permit after satisfaction of the County that all conditions and responsibilities have been met)

\*\*\*\*\*

(This section to be completed upon expiration of Permit and inspection of location of access)

Inspected by: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

**PERMIT TERMS:**

1. The County does not relinquish the right to control the management of its Public Land, and is entitled to enforce all necessary and proper rules for the management and operation of same.
2. The Applicant is responsible for any maintenance or upkeep required for the Applicant's Access of the Public Land, including but not limited to snow plowing, shoveling and routine maintenance, and is solely liable for any damages caused to the Public Land as a result of said routine maintenance performed by the Applicant.
3. The Public Land will not be used for any political activity or any unlawful activity, pursuant to local, state and federal laws, rules and regulations or ordinances.
4. If the Public Land, or any portion thereof, shall be damaged by the act, default, negligence or willful misconduct of the Applicant or of the Applicant's agents, employees, business invitees and guests, the Applicant shall pay to the County such sum as necessary to restore the Public Land to its previous condition and to make the County whole.
5. The County is to be exempt from any and all liability for damage, injury or death to person or property of the Applicant, including the Applicant's agents, employees, business invitees and guests.
6. The Applicant shall defend, indemnify and hold the County harmless from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the use and/or maintenance of the Public Land by the Applicant and the Applicant's agents, employees, business invitees and guests.

**ISSUANCE OR DENIAL OF PERMIT AND REVOCATION:**

1. The Commissioner of Aviation shall issue a Temporary Revocable Access Permit conditioned on the Applicant providing all the above requested information and materials, and upon the Applicant's written agreement to comply with the above terms of the Temporary Revocable Access Permit, unless the Commissioner of Aviation finds that:
  - a. The proposed Access of the Public Land will interfere with another use of the Public Land by the County, or will interfere with another Access of the Public Land for which a permit has already been issued.
  - b. The proposed Public Land is deemed by the Commissioner of Aviation to be legally, physically or functionally unsuitable for the Access, or is not compatible with the purpose for which the Public Land was acquired or is managed.
  - c. The proposed Access could compromise Oneida County's title to the Public Land or change the mandated use of the Public Land.
  - d. The proposed Access requires construction or installation of permanent facilities such as roads, bridges, trails, structures, towers or utility lines not authorized by law, deeded right or easement.
  - e. The proposed Access is for motor vehicle access across public land as a permanent route of ingress and egress, except where an easement or other legal encumbrance to Oneida County's title exists which authorizes such use.
  - f. The proposed Access is for use or establishment of trails that lead from private land and extend onto public land for the sole benefit of the private landowner(s) or their invitee(s).
  - g. The information contained in the application is found to be false or nonexistent in any material detail.
  - h. The Applicant refuses to agree by or comply with all conditions of the Temporary Revocable Access Permit.
  - i. The Access is deemed by the Commissioner of Aviation to be of size and nature to unreasonably interfere with the enjoyment of the Public Land by other users or to reasonably interfere with aeronautical activities.
  - j. The Access is deemed to be in violation of any Federal, State or Local law, rule or regulation.
  - k. A reasonable determination is made by the Commissioner of Aviation and/or the County Attorney that the Access is not in the best interest of the County.
2. Any denial of a Temporary Revocable Access Permit for any of the above reasons will not occur until the Commissioner of Aviation affords the Applicant notice and an opportunity to be heard in regards to the denial.
3. A Temporary Revocable Access Permit may be revoked for any of the above reasons set forth in subdivision (a) of this article, after the Commissioner of Aviation affords the Temporary Revocable Access Permit holder notice and an opportunity to be heard in regards to the revocation. All monies paid to the County, with the exception of the escrowed monies referred to in Section 2(d) above, shall be forfeited by the Temporary Revocable Access Permit holder in the event of a revocation of the Temporary Revocable Access Permit.
4. The Commissioner of Aviation is authorized to place reasonable conditions on the Temporary Revocable Access Permit, in order to ensure the safe use of the Public Land.
5. Any Temporary Revocable Access Permit issued is invalid and revoked unless the permittee has a valid and current insurance certificate at the time of actual access onto Public Land.

**TEMPORARY REVOCABLE ACCESS PERMIT EXPIRATION:**

1. Upon expiration or completion of activities authorized by a Temporary Revocable Access Permit and as deemed necessary, the Commissioner of Aviation or designee shall inspect the Public Land subject to the Temporary Revocable Access Permit, in order to ensure that the permittee has complied with all terms of the Temporary Revocable Access Permit.

**ONEIDA COUNTY**  
**WORKERS' COMPENSATION DEPARTMENT**

ONEIDA COUNTY OFFICE BUILDING, 800 PARK AVENUE, UTICA, NY 13501

Oneida County  
Board of Legislators  
Gerald J. Fiorini, Chairman

PHONE: (315) 798-5688 FAX: (315) 798-5924  
Alicia M Caternolo-Viscardi, Director  
Email: [acaternoloviscardi@ocgov.net](mailto:acaternoloviscardi@ocgov.net)

Workers' Compensation  
Committee  
Norman Leach, Chairman

August 18, 2021

FN 20 21 - 248

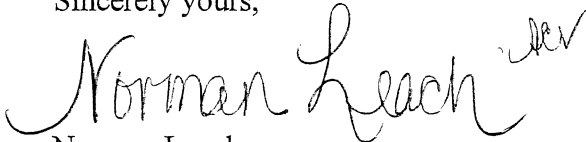
Honorable Gerald J. Fiorini  
Oneida County Board of Legislators  
800 Park Avenue  
Utica, New York 13501

**WORKERS' COMPENSATION**

Dear Chairman Fiorini:

Attached is the proposed 2022 Workers' Compensation Budget. I respectfully request that this proposed budget be referred to the Workers' Compensation and Ways and Means Committees for their consideration.

Sincerely yours,



Norman Leach  
Workers' Compensation Committee Chairman

ATT: ACV

*INTRODUCTORY  
NO.*

*F.N. 2022-*

## **ONEIDA COUNTY BOARD OF LEGISLATORS**

***RESOLUTION NO.***

***INTRODUCED BY: Leach & Waterman***

RE: PROPOSED WORKERS' COMPENSATION BUDGET FOR 2022

WHEREAS, The Oneida County Workers' Compensation Committee has filed a budget estimate for the operation of the Oneida County Self- Insurance Plan as hereinafter set forth for the year 2022, and

WHEREAS, It is desirable to authorize the County Comptroller and the Commissioner of Finance to establish in their accounts a budget estimate for the operation of the Oneida County Self-Insurance Plan, now, therefore, be it hereby

RESOLVED, That the following budget estimate for 2022 is hereby ordered to be placed upon the books of the County Comptroller and the Commissioner of Finance, and that the County Comptroller be, and hereby is, authorized to make payments from the respective accounts as hereinafter set forth upon inspection and examination by the Workers' Compensation Committee.

## BUDGET APPROPRIATIONS

## PROGRAM ADMINISTRATION AND SUPPORT

S1710.109	Salaries & Fringes	\$	114,730
S1710.195	Other Fees & Services (See attachment)	\$	519,815
S1710.416	Telephone	\$	500
S1710.418	Meter Postage	\$	615
S1710.455	Travel	\$	3,550
S1710.491	Other Materials & Supplies	\$	100
S1710.492	Zixmail	\$	59
S1710.495	Other Expenses	\$	250
S1990.9	Contingent Account	\$	30,000
	<b>Total Administrative Expense</b>		<b>\$ 669,619</b>
S1720.410	Indemnity & Medical	\$	4,491,198
S1720.412	Insurance & Bonding	\$	400
S1720.495	WCB Assessments	\$	415,000
	<b>Total Claims Expense</b>	\$	<b>4,906,598</b>
	<b>TOTAL ADMINISTRATIVE &amp; CLAIMS EXPENSES</b>	\$	<b><u>5,576,217</u></b>
ESTIMATED REVENUES			
S2222	Participant Assessments	\$	4,819,993
S2401	Interest Earnings	\$	30,000
S2701	Refund of Prior Years - Expenditures	\$	16,000
S2705	Revenues	\$	<u>710,224</u>
	<b>TOTAL ESTIMATED REVENUES</b>	\$	<b><u>5,576,217</u></b>

RESOLVED, That the Oneida County Board of Legislators hereby approves and accepts the aforementioned Workers' Compensation Budget for 2021.

APPROVED: Workers' Compensation Committee  
Ways & Means Committee

DATED:

Adopted by the following vote:

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

## 2022 Budget - "Other Fees and Services" Breakdown

### "Other Fees & Services" - Account S1710.195

Estimated cost to place in reserves for Excess	\$ 300,000
Cost for 3 <sup>rd</sup> Party Administration 2021	\$ 166,415
Department of Finance annual service charge for 2021	\$ 8,900
Estimated cost for an actuarial analysis in 2021	\$ 7,500
Department of Audit & Control accounting fee for 2021	\$ 12,000
Miscellaneous expert attorney fees and other contract fees	<u>\$ 25,000</u>
<b>Total proposed "Other Fees and Services"</b>	<b><u>\$519,815</u></b>